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OFFICIAL GAZETTE

GOVERNMENT OF GOA

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Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 39 dated 29-12-2016 namely, Extraordinary dated 04-01-2017 from pages 739 to 740 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Finance

Revenue & Control Division

Order

No. 2/8/2014-Fin(R & C)/1448

On the recommendation of the Goa Public Service Commission as conveyed vide its letter No. COM/11/12/17(1)/2016/349 dated 21-10-2016, the Governor of Goa is pleased to declare the following Officers in the post of Superintendent of Excise in the O/o Commissioner of Excise to have satisfactorily completed their probation period with effect from the date of completion of their probation period with immediate effect.

Sr. No.	Name of the Officer	Date of completion of probation period
1.	Shri Satyavan G. Bhivshet	02-11-2006
2.	Smt. Nayan Morascar	13-11-2009
3.	Shri Navnath K. Naik	13-11-2009

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R & C).

Porvorim, 27th December, 2016.

Department of Home

Home—General Division

Order

No. 1/97/2013-HD(G)/3978

Government of Goa is pleased to constitute the Empowered Committee under the Chairmanship of

Chief Secretary with the following Members to advise the State Government to implement & effectively utilize the powers available in the Goa Protection of Interests of Depositors (in Financial Establishment) (GPID) Act, 1999 in regard to intend to fraud:-

1. The Dy. Inspector General of Police.
2. The Additional Secretary (Finance).
3. The Joint Secretary (Law).
4. The Under Secretary (Home).
5. The Superintendent of Police (Crime).
6. The Superintendent of Police (ANC).
7. The Superintendent of Police (ACB).
8. The Superintendent of Police (North).
9. The Superintendent of Police (South).
10. The Superintendent of Police (Economic Offence Cell).

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 26th December, 2016.

Department of Housing

Order

No. 2/34/2014/HSG

Approval/Sanction of the Government is hereby conveyed for the following:-

- I. Transfer an area of 6021 m² surveyed under Survey No.186 (part) situated at Sancoale to Goa Housing Board at the cost of Rs. 90,315/- which was paid to Goa Industrial Development Corporation (GIDC) on 08-03-1983 by Goa Housing Board.
- II. Transfer of 48 Nos. of EWS tenements in survey No. 186 (part) of Sancoale Village along with setback area as per the plan approved by GIDC in the name of various occupants of fire victims as per the list submitted by Shree Sevalal Banjara Society as per the Annexure, on

payment of water charges dues, service tax, cost of tenement, land, penalty, etc. as assessed by the Goa Housing Board, in relaxation to the provision of Goa Housing Board (Registration, Allotment and Sale of Tenements) Rules, 2016. In addition to the above, the liability, if any, during the process of transferring the tenements shall be borne by the allottees. In case of any difficulty arising in transferring the tenements, the Goa Housing Board shall devise a suitable procedure in order to overcome the difficulties and settle multiplicity of claims, if any.

- III. To reduce the water consumption charges payable to Public Works Department (PWD) in respect of the tenements to Rs. 7,55,715/- which is 20% of the total amount of Rs. 37,78,577/-. Since the total amount of Rs. 37,78,577/- is already paid by GIDC to the PWD the difference in amount to the extent of Rs. 30,22,862/- to be adjusted in the future/pending water bills to be charged to GIDC.

This issues with the concurrence of the Finance Department vide their U.O. No. 1400003850 dated 05-11-2014.

This also issues with the approval of the Cabinet by circulation to the Council of Ministers on 24-12-2016.

By order and in the name of the Governor of Goa.

T. S. Sawant, Joint Secretary (Housing).

Porvorim, 29th December, 2016.

ANNEXURE

List submitted by the Shree Savalal Banjara Society

Sr. No.	Tenement No.	Name of the person who is residing in the tenement
1	2	3
1.	L-1	Chandrashekar Krishnappa Lamani.
2.	L-2	Topu Nanappa Lamani.
3.	L-3	Bhoju Eshwar Lamani.
4.	L-4	Ramappa Bhikappa Lamani.
5.	L-5	Laxman Vasappa Dodmani.
6.	L-6	Pandu Hiru Lamani.
7.	L-7	Kesu Somalu Lamani.
8.	L-8	Kashinath Deulu Rathod.
9.	L-9	Ramesh Revappa Lamani (son of Revappa H. Lamani) Revappa H. Lamani (Expired).
10.	L-10	Shivappa Mangalu Lamani.

1	2	3
11.	L-11	Umeshkumar Nemu Lamani (Son of Nemu K. Lamani) Nemu K. Lamani (Expired).
12.	L-12	Gangaram Khobu Lamani.
13.	L-13	Ramaji Chandu Lamani.
14.	L-14	Ramesh Somanna Rathod (son of Somanna H. Rathod) Somanna H. Rathod (Expired).
15.	L-15	Bhoju Dhirappa Lamani (son of Rajesh Bhoju Lamani alias Rathod is staying Tenement).
16.	L-16	Anand Shankar Pawar (son of Shankar R. Pawar) Shankar R. Pawar (Expired).
17.	L-17	Nillappa Lachappa Lamani.
18.	L-18	Tukaram Hiru Lamani.
19.	L-19	Narayan Somappa Lamani alias Rathod (son of Somappa B. Lamani) (Somappa B. Lamani)(Expired).
20.	L-20	Pandu Damallu Lamani (son Mohan Pandu Lamani alias Rahod is staying tenement).
21.	L-21	Shivappa Damallu Lamani (son Basu Shivappa Lamani is staying in tenement).
22.	L-22	Etibai Jairam Lamani.
23.	L-23	Pandu Lachappa Lamani.
24.	L-24	Pandu Pawar (son Shankar Pandu Pawar is staying in tenement).
25.	L-25	Mallesh Tavarappa Lamani (son of Tavarappa M. Lamani) (Tavarappa M. Lamani) (Expired).
26.	L-26	Badiyappa Arjun Lamani (Son Bhoju Badiyappa Lamani is staying in tenement).
27.	L-27	Khemu Honappa Lamani.
28.	L-28	Nilappa Mansing Lamani (son of Mansing Desu Lamani) (Mansing Desu Lamani) (Expired).
29.	L-29	Manglu Janu Lamani (Son Gopal Manglu Lamani is staying in tenement).
30.	L-30	Loku Pandu Lamani.
31.	L-31	Mahadev B. Naik (son of Bhimappa Tolappa Naik)(Bhimappa Tolappa Naik)(Expired).
32.	L-32	Hemanthrao Chavan.
33.	L-33	Kashinath D. Lamani.
34.	L-34	Gurappa Honappa Lamani (Daughter Sushilla S. Lamani is staying in tenement).
35.	L-35	Gemu Hapasu Lamani (son Chandrashekar G. Lamani is staying in tenement).
36.	L-36	Gurunath Gopu Lamani.
37.	L-37	Babu Vasant Lamani alias Rathod.

1	2	3
38. L-38	Ramesh Thavrappa Lamani (Brother Khirappa Thaurappa Lamani is staying in tenement).	
39. L-39	Bhausingh Gopu Lamani.	
40. L-40	Basu Ramappa Lamani.	
41. L-41	Chandrashekar Nanappa Lamani (son of Nanappa D. Lamani) (Nanappa D. Lamani)(Expired).	
42. L-42	Shankar Sangappa Lamani.	
43. L-43	Somappa Chajappa Lamani alias Chavan.	
44. L-44	Gangaram Jampo Lamani alias Chavan.	
45. L-45	Ramibai Kesu Lamani alias Rathod (wife of Kesu Gopu Lamani) (Kesu Gopu Lamani)(Expired).	
46. L-46	Ravi Vital Lamani alias Rathod (son of Vital Kashappa Lamani) (Vital Kashappa Lamani) (Expired).	
47. L-47	Bimsi Janu Pawar.	
48. L-48	Chandu Nillappa Lamani.	

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Department of Industries

Notification

No. 3/10/2016-IND

Whereas, the Goa Investment Promotion and Facilitation Board (hereinafter referred to as the "said board") has received an application dated 03-09-2015 from M/s. Ozone Leisure and Resort Pvt. Ltd. for setting up of an integrated 5 Star Resort & Villa Estate Development in the area specified in the Schedules "A" to "AT" hereinafter written (hereinafter referred to as the "said Project");

And whereas, the said Board in its eighth meeting held on 14th December, 2015 has granted in-principle approval for the said Project and has recommended to the Government to demarcate and notify the areas specified in the Schedules "A" to "AT" hereto as notified areas for the purpose of investment promotion under the Goa Investment Promotion Act, 2014 (Goa Act 13 of 2014);

And whereas, the Government has accepted the said recommendation of the said Board;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 7 of the Goa Investment Promotion Act, 2014 (Goa Act 13 of 2014), the Government of Goa hereby demarcates and declares the whole area as specified in the Schedules "A" to "AT" below to be notified area for the purpose of Investment Promotion under the said Act, namely:—

SCHEDULE "A"

- (a) Area : 819.79 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi
 (d) Survey No. : 5/1.
 (e) Field : Golcho Acco
 (f) Boundaries:—
 North : By survey number 5/13 (part);
 South : By survey No. 6/12;
 East : By survey No. 5/2;
 West : By survey No. 6/10.

SCHEDULE "B"

- (a) Area : 1299.68 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 6/5.
 (e) Field : Fodecho Acco.
 (f) Boundaries:—
 North : By survey number 6/1 (part);
 South : By survey number 6/11 (part);
 East : By survey number 6/6;
 West : By survey number 6/4.

SCHEDULE "C"

- (a) Area : 1224.00 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 6/6.
 (e) Field : Fodecho Acco.
 (f) Boundaries:—
 North : By survey number 6/1 (part);
 South : By survey number 6/12 (part);
 East : By survey number 6/7;
 West : By survey number 6/5.

SCHEDULE "D"

- (a) Area : 1212.01 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 6/7.
 (e) Field : Lot.
 (f) Boundaries:—

North : By survey number 6/1 (part);
 South : By survey number 6/12 (part);
 East : By survey number 6/8;
 West : By survey number 6/6.

SCHEDULE "E"

- (a) Area : 1107.93 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.

- (d) Survey No. : 6/8.
(e) Field : Lot.

(f) Boundaries:—

North : By survey number 6/1 (part);
South : By survey number 6/12 (part);
East : By survey number 6/9;
West : By survey number 6/7.

SCHEDULE "F"

- (a) Area : 1262.80 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 6/9.
(e) Field : Lot.

(f) Boundaries:—

North : By survey number 6/1 (part);
South : By survey number 6/12 (part);
East : By survey number 6/10;
West : By survey number 6/8.

SCHEDULE "G"

- (a) Area : 1464.61 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 6/10.
(e) Field : Lot.

(f) Boundaries:—

North : By survey number 6/1 (part);
South : By survey number 6/12 (part);
East : By survey number 5/1;
West : By survey number 6/9.

SCHEDULE "H"

- (a) Area : 1895.16 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/1.
(e) Field : Tevdicho Acco.

(f) Boundaries:—

North : By survey number 13/2 (part);
South : By survey number 12/12 (part) & 7/2 (part);
East : By survey number 6/1 (part);
West : By survey number 12/10 (part).

SCHEDULE "I"

- (a) Area : 2839.11 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/3.
(e) Field : Kovdicho Acco.

(f) Boundaries:—

North : By survey number 12/13 (part);
South : By survey number 8/1 (part);
East : By survey number 7/4 (part);
West : By survey number 8/4 (part).

SCHEDULE "J"

- (a) Area : 1033.87 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/4.
(e) Field : Kovdicho Acco.

(f) Boundaries:—

North : By survey number 12/13 (part);
South : By survey number 8/1 (part);
East : By survey number 7/5;
West : By survey number 7/3.

SCHEDULE "K"

- (a) Area : 1313.10 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/5.
(e) Field : Kovdicho Acco.

(f) Boundaries:—

North : By survey number 12/14 (part);
South : By survey number 8/1 (part);
East : By survey number 7/6;
West : By survey number 7/4.

SCHEDULE "L"

- (a) Area : 531.05 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/6.
(e) Field : Kovdicho Acco.

(f) Boundaries:—

North : By survey number 12/14 (part);
South : By survey number 8/1 (part);
East : By survey number 7/7;
West : By survey number 7/5.

SCHEDULE "M"

- (a) Area : 2680.56 sq. mtrs.
(b) Village : Capao.
(c) Taluka : Tiswadi.
(d) Survey No. : 7/7.
(e) Field : Kovdicho Acco.

(f) Boundaries:—

North : By survey number 12/14 (part);
South : By survey number 8/1 (part);
East : By survey number 7/2;
West : By survey number 7/6.

SCHEDULE "N"

- (a) Area : 602.29 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 8/1.
 (e) Field : Canturli.
 (f) Boundaries:—
 North : By survey number 7/3, 7/4, 7/5, 7/6, 7/7 (part);
 South : By survey number 8/3 (part);
 East : By survey number 8/2 (part);
 West : By survey number 8/4 (part).

SCHEDULE "O"

- (a) Area : 23,690 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 8/3.
 (e) Field : Vorco.
 (f) Boundaries:—
 North : By survey number 11/1, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 11/10, 11/11, 11/12 (part), 8/1 & 8/2;
 South : By survey number 9/1;
 East : By survey number 12/12, 8/4 & 6/11;
 West : By survey number 10/2.

SCHEDULE "P"

- (a) Area : 671.10 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 9/1.
 (e) Field : Murdi Bandh.
 (f) Boundaries:—
 North : By survey number 8/3;
 South : By survey number 9/2;
 East : By River Mandovi;
 West : By River Mandovi.

SCHEDULE "Q"

- (a) Area : 4453.31 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 9/2.
 (e) Field : Pilychem Shet.
 (f) Boundaries:—
 North : By survey number 9/1;
 South : By River Mandovi;
 East : By River Mandovi;
 West : By River Mandovi.

SCHEDULE "R"

- (a) Area : 2986.36 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 10/2.
 (e) Field : Cantra Bandh.
 (f) Boundaries:—
 North : By survey number 10/1;
 South : By survey number 9/2;
 East : By survey number 10/3 & 13/2 (part);
 West : By survey number 10/1 (part) & River Mandovi.

SCHEDULE "S"

- (a) Area : 21.34 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 10/4.
 (e) Field : Odlya Cantrachi Bomi.
 (f) Boundaries:—
 North : By survey number 10/2;
 South : By survey number 11/11;
 East : By survey number 13/4;
 West : By survey number 10/5.

SCHEDULE "T"

- (a) Area : 3466.95 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 10/6.
 (e) Field : Odlya Cantrachi Bomi.
 (f) Boundaries:—
 North : By survey number 10/2 & 10/5 (part);
 South : By survey number 10/12 (part);
 East : By survey number 10/7 (part) & 11/1 (part);
 West : By survey number 10/2 (part).

SCHEDULE "U"

- (a) Area : 1559.40 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 10/7.
 (e) Field : Oddlo Cantor.
 (f) Boundaries:—
 North : By survey number 10/6 (part);
 South : By survey number 10/6 (part);
 East : By survey number 11/1 (part);
 West : By survey number 10/6 (part).

SCHEDULE "V"

- (a) Area : 837.56 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/1.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/2;
 West : By survey number 10/7 & 10/6 (part).

SCHEDULE "W"

- (a) Area : 658.34 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/2.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/3;
 West : By survey number 11/1.

SCHEDULE "X"

- (a) Area : 359.35 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/3.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/4;
 West : By survey number 11/2.

SCHEDULE "Y"

- (a) Area : 593.61 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/4.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/5;
 West : By survey number 11/3.

SCHEDULE "Z"

- (a) Area : 850.93 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.

- (d) Survey No. : 11/5.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/6;
 West : By survey number 11/4.

SCHEDULE "AA"

- (a) Area : 321.53 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/6.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/7;
 West : By survey number 11/5.

SCHEDULE "AB"

- (a) Area : 306.99 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/7.
 (e) Field : Kudicho Acco.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/8 (part);
 West : By survey number 11/6.

SCHEDULE "AC"

- (a) Area : 897.34 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/8.
 (e) Field : Vodlo Cantor.
 (f) Boundaries:—
 North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/9;
 West : By survey number 11/7.

SCHEDULE "AD"

- (a) Area : 599.81 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/9.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/10;
 West : By survey number 11/8.

SCHEDULE "AE"

(a) Area : 639.12 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/10.
 (e) Field : Vodlo Cantor.

(f) Boundaries:—

North : By survey number 10/5 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/11;
 West : By survey number 11/9.

SCHEDULE "AF"

(a) Area : 856.33 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/11.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 10/4 (part);
 South : By survey number 8/3 (part);
 East : By survey number 11/12;
 West : By survey number 11/10.

SCHEDULE "AG"

(a) Area : 630.72 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 11/12.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/4 (part);
 South : By survey number 8/3 (part);
 East : By survey number 12/1;
 West : By survey number 11/11.

SCHEDULE "AH"

(a) Area : 958.63 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/1.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/4;
 South : By survey number 12/12;
 East : By survey number 12/2;
 West : By survey number 11/12.

SCHEDULE "AI"

(a) Area : 327.47 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/2.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/4;
 South : By survey number 12/12;
 East : By survey number 12/3;
 West : By survey number 11/2.

SCHEDULE "AJ"

(a) Area : 812.61 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/3.
 (e) Field : Vodlo Cantor.

(f) Boundaries:—

North : By survey number 13/4;
 South : By survey number 12/12;
 East : By survey number 12/4;
 West : By survey number 11/3.

SCHEDULE "AK"

(a) Area : 664.04 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/4.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/4;
 South : By survey number 12/12;
 East : By survey number 12/5;
 West : By survey number 12/3.

SCHEDULE "AL"

(a) Area : 305.74 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/5.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/4;
 South : By survey number 12/12;
 East : By survey number 12/6;
 West : By survey number 12/4.

SCHEDULE "AM"

(a) Area : 812.89 sq. mtrs.
 (b) Village : Capao.
 (c) Taluka : Tiswadi.
 (d) Survey No. : 12/6.
 (e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/3 (part);

South : By survey number 12/12;

East : By survey number 12/7;

West : By survey number 12/5.

SCHEDULE "AN"

(a) Area : 747.62 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 12/7.

(e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 13/3 (part);

South : By survey number 12/12;

East : By survey number 12/8;

West : By survey number 12/6.

SCHEDULE "AO"

(a) Area : 1530.53 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 12/10.

(e) Field : Shakar Shet or Con Shet.

(f) Boundaries:—

North : By survey number 13/3 (part);

South : By survey number 12/12;

East : By survey number 7/1 & 13/2 (part);

West : By survey number 12/9 (part), 13/3 (part) & 12/11 (part).

SCHEDULE "AP"

(a) Area : 793.35 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 12/11.

(e) Field : Lade Piedade or Lade Shorao.

(f) Boundaries:—

North : By survey number 12/10;

South : By survey number 12/12;

East : By survey number 12/10;

West : By survey number 12/9 (part).

SCHEDULE "AQ"

(a) Area : 10425.00 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 12/12.

(e) Field : Odlo Cantor.

(f) Boundaries:—

North : By survey number 12/1, 12/2, 12/3, 12/4, 12/5, 12/6, 12/7, 12/8, 12/9, 12/11, 12/10 & 7/1 (part);

South : By survey number 8/4, 12/13 & 12/14;

East : By survey number 7/2;

West : By survey number 8/3.

SCHEDULE "AR"

(a) Area : 224.24 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 12/13.

(e) Field : Kovdichi Bomi.

(f) Boundaries:—

North : By survey number 12/12 (part);

South : By survey number 7/3 & 7/4;

East : By survey number 12/14 & 7/5 (part);

West : By survey number 8/4 (part).

SCHEDULE "AS"

(a) Area : 1154.98 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 13/2.

(e) Field : Barbeiro S. Bandh.

(f) Boundaries:—

North : By survey number 13/1 (part);

South : By survey number 13/4, 13/3, 12/10, 7/1, 6/1 & 5/13;

East : By survey number 3/3 & 3/1 (part);

West : By survey number 10/2 & 10/3.

SCHEDULE "AT"

(a) Area : 151.86 sq. mtrs.

(b) Village : Capao.

(c) Taluka : Tiswadi.

(d) Survey No. : 13/4.

(e) Field : Raqelachi Shet.

(f) Boundaries:—

North : By survey number 13/2;

South : By survey number 11/12, 12/1 & 12/2;

East : By survey number 13/3 (part);

West : By survey number 10/4.

By order and in the name of the Governor of Goa.

Shivanee S. Borkar, Under Secretary (Industries)/
/Link.

Porvorim, 23rd December, 2016.

Notification

No. 3/5/2016-IND

Whereas, the Goa Investment Promotion and Facilitation Board (hereinafter referred to as the "said Board") has received an application dated

30-06-2015 from M/s. Padamanabh Shishya Sampraday Trust for setting up of Educational and Social Project in the area specified in the Schedule hereto (hereinafter referred to as the "said Project");

And whereas, the said Board in its eighth meeting held on 14th December, 2015 vide Item No. 12 has granted in-principle approval for the said Project and has recommended to the Government to demarcate and notify the area specified in the schedule hereto as notified areas for the purpose of investment promotion under the Goa Investment Promotion Act, 2014 (Act 13 of 2014);

And whereas, the Government has accepted the said recommendation of the said Board;

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 7 of the Goa Investment Promotion Act, 2014 (Goa Act 13 of 2014), the Government of Goa hereby demarcates and declares the whole area as specified in the Schedule hereto to be notified area for the purpose of Investment Promotion under the said Act.

SCHEDULE

- (a) Area : 55,000 sq. mtrs.
- (b) Village : Cundaim.
- (c) Taluka : Ponda.
- (d) Survey No. : 57/0.
- (e) Field : Engorji Mol.
- (f) Boundaries:—

North : By survey No. 52 and 53;
 South : By survey No. 61, 62 and 63;
 East : By Village Priol;
 West : By survey No. 56 and 61;

By order and in the name of the Governor of Goa.

Shivanee S. Borkar, Under Secretary (Industries)/
 /Link.

Porvorim, 23rd December, 2016.

Department of Labour

Notification

No. 28/1/2016-LAB/Part-II/846

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 27-10-2016 in reference No. IT/37/16 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).
 Porvorim, 24th November, 2016.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Ref. No. IT/37/16

The President,
 Kamgarancho Ekvott,
 Gurudutt Building, 3rd Floor,
 Dr. Dada Vaidhya Road,
 Panaji, Goa-403 001

... Workmen/Party I

V/s

M/s Hindustan Unilever Ltd.,
 Plot No. 128-129 and 324-326,
 Kundaim Industrial Estate,
 Kundaim, Goa-403 115

... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

(Delivered on this the 27th day of the month of October of the year 2016)

By Order dated 25-08-2016, bearing No. 28/13/2016-LAB/655, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the Management of M/s. Hindustan Unilever Limited, Kundaim Industrial Estate, Kundaim, Goa, in refusing to concede the following demands raised by the Union namely, Kamgarancho Ekvott are legal and justified?

CHARTER OF DEMANDS

Demand No. 1: Flat Rise in Basic pay:

It is demanded that w.e.f. 01-11-2015 all employees shall be given a flat rise of Rs. 5000/- per month in their basic pay.

Demand No. 2: Annual Increments:

It is demanded that w.e.f. 01-11-2015 all Workmen shall be granted Annual Increments, every year @ 10% of the Basic Wage, this annual increments shall be given irrespective of the number of days worked by a Workmen in a particular year.

Demand No. 3: Variable Dearness Allowance:

It is demanded that w.e.f. 01-11-2015 all the Workmen shall be paid VDA at the revised rate of rupees 5 point per point rise beyond 9.50 points (1960=100). The computation of VDA shall be made quarterly on the average consumer price index of preceding quarter.

Demand No. 4: Fixed Dearness Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted an increase of Rs. 2500/- per month in Fixed Dearness Allowance.

Demand No. 5: House Rent Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted an increase of Rs. 2500/- per month in House Rent Allowance.

Demand No. 6: Conveyance Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted an increase of Rs. 1500/- per month in Conveyance Allowance.

Demand No. 7: Education Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted an increase of Rs. 2500/- per month in Education Allowance.

Demand No. 8: Medical Allowance:

It is demanded that w.e.f. 01-11-2015 all employees covered and not covered by ESI Scheme shall be granted an increase of Rs. 1500/- per month in Medical Allowance.

Demand No. 9: Medical Reimbursement:

It is demanded that w.e.f. 01-11-2015 all Workmen shall be reimbursed full cost of all Medical Expenses incurred for self and Family.

Demand No. 10: Good Service Allowance:

It is demanded that w.e.f. 01-11-2015 Good Service Allowances be increased to Rs. 100/- per year of service with the Company since the date of confirmation.

Demand No. 11: Seniority Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted Seniority Allowance which shall be as follows:-

From 0 to 5 years of Service 1 increment.

Above 5 years to 10 years 2 increments.
Above 10 years service 3 increments.

Demand No. 12: Personal Pay:

It is demanded that w.e.f. 01-11-2015 all employees shall be paid Personal pay of Rs. 1000/- per month and the anomaly in personal pay existing between employees having similar years of service shall be removed. This personal pay shall be considered as wages and shall attract provident fund, gratuity, bonus, overtime, leave, paid holiday and other indirect incidental payments, benefits or remuneration. Existing Personal Pay shall be merged in Basic Pay.

Demand No. 13: Incentive payments and any other payment connected with production, productivity or quality and all allowances shall be considered as PF wages:

It is demanded that w.e.f. 01-11-2015 the incentive payments and any other payments connected with production, productivity or quality and all allowances shall be considered as wages and shall attract Provident Fund, Gratuity, Bonus and any other indirect incidental payment, benefits or remuneration. These incentive payments and any other payments connected with production, productivity or quality and allowances shall be reckoned for payment for overtime, leave paid holiday etc.

Demand No. 14: Shift Allowance:

It is demanded that w.e.f. 01-11-2015 Company should pay Shift Allowance at the following rates:-

'A' Shift	Rs. 30/- per day	8.00 a.m. to 4.00 p.m.
'B' Shift	Rs. 50/- per day	4.00 p.m. to 12.00 p.m.
'C' Shift	Rs. 90/- per day	12.00 p.m. to 8.00 a.m.
General Shift	Rs. 30/- per day	9.15 a.m. to 5.15 p.m.

Demand No. 15: Housing/Housing Loan:

It is demanded that w.e.f. 01-11-2015 consistent with the Article of Association, the Company shall make arrangements to provide residential accommodations to its employees having one bedroom kitchen hall (approx. 600 sq.ft.) in the alternatives the Company shall provide interest free Housing loan to the extent of Rs. 6 Lakhs.

Demand No. 16: Automatic Upgradation:

It is demanded that w.e.f. 01-11-2015 all employees shall be upgraded to a higher grade.

Demand No. 17: Bonus-cum-Ex-Gratia:

It is demanded that w.e.f. 01-11-2015 all the employees shall be paid Bonus-cum-Ex-Gratia at the rate of 20% of the gross wages every year.

Demand No. 18: Washing Allowance:

It is demanded that w.e.f. 01-11-2015 the employees shall be paid Washing Allowance of Rs. 500/- per month.

Demand No. 19: Leave Travel Allowance:

It is demanded that w.e.f. 01-11-2015 the employees shall be paid Leave Travel Allowance at the rate of one month's gross pay per annum.

Demand No. 20: Designation:

It is demanded that all employees shall be given suitable designation according to the duties performed by them.

Demand No. 21: Boiler Operations:

It is demanded that Boiler Operators be given promotions as first class Boiler Attendants with a rise in salary of Rs. 3000/- per month. In HP Boiler House, one first class attendant with assistant second class Boiler Attendant shall be provided. In Boiler House, one first class with a assistant second class Boiler Attendant should be provided. Weekly off reliever and Leave reliever shall be provided. They shall also be given suitable designation.

Demand No. 22: Essential Service Allowance:

It is demanded that w.e.f. 01-11-2015 Essential Service Allowance of Rs.3000/- per month shall be paid to all those who are required to work in Essential Service Departments.

Demand No. 23: Canteen Subsidy:

It is demanded that w.e.f. 01-11-2015 the Canteen Subsidy shall be increased to 100 per day per worker.

Demand No. 24: Overtime:

It is demanded that w.e.f. 01-11-2015 in case an employee is asked to report for work on weekly off days of the Factory or on holidays, he should be paid double overtime besides a compensatory off. Weekly off day should be on Sunday.

Demand No. 25: Uniforms:

It is demanded that w.e.f. 01-11-2015 the employees be provided sweaters, helmets and one raincoat every year in the month of January.

Demand No. 26: Holidays:

It is demanded that w.e.f. 01-11-2015 all the Workmen shall be granted twelve (12) paid holidays (excluding weekly off) every year to all employees. These paid holidays should be decided in consultation with the Union. The employees should also be granted two restricted holidays in a year.

Demand No. 27: Leave:

It is demanded that w.e.f. 01-11-2015 all the workers shall be granted leave on following basis:

- A) **Earned Leave:** The Company should grant Earned Leave (Annual Leave) to all the employees at the rate of one day for every 12 days worked (including leave). For days worked beyond 240 days, leave at the rate of one day for every Eight (8) days worked be granted. Accumulation of Earned Leave should be allowed up to 130 days. The Workmen should be allowed to encash this leave.
- B) **Casual Leave:** The Company should grant 12 days casual leave every year to all the employees.
- C) **Sick Leave:** The Company should grant Sick leave every year to every employees at the rate of 12 days sick leave for those who are not covered under the ESIC scheme and 6 days sick leave for those who avail benefits of Employees State Insurance Scheme. Accumulation of sick leave should be allowed up to 26 days.

It is further demanded that all Workmen should be granted the above said leave i.e. Annual Leave, Casual Leave and Sick Leave irrespective of number of days worked in a particular year.

Demand No. 28: Festival Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted Festival Allowance of Rs.3000/- during three festival occasions in a year.

Demand No. 29: City Compensatory Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted City Compensatory Allowance at the rate of Rs.1500/- per month.

Demand No. 30: Deployment Flexibility Allowance:

It is demanded that w.e.f. 01-11-2015 all employees shall be granted Deployment Flexibility Allowance at the rate of Rs. 1000/- per month.

Demand No. 31: Time Off:

It is demanded that w.e.f. 01-11-2015 the Company shall give time off to two office bearers or committee members of the Union to attend the disputes/matters pending before any Authorities or Courts or Tribunals or to attend to Union work. Maximum 8 office bearers or committee members to be granted time off to attend four different disputes pending in different courts.

Demand No. 32: Pension Scheme:

It is demanded that w.e.f. 01-11-2015 in case of unfortunate death of an employee while in service of the company or in case of retirement the company shall pay 60% of the last drawn new Basic with existing Scheme of Dearness Allowance including future neutralization at the same rate during the period of employees or spouse's lifetime with a minimum period of 15 years after retirement or resignation.

Demand No. 33: Gratuity:

It is demanded that w.e.f. 01-11-2015 the company shall grant two month's gross salary last drawn for every completed year of service as Gratuity to all the employees at the time of their leaving the employment.

Demand No. 34: Funeral Expenses:

It is demanded that w.e.f. 01-11-2015 Funeral Expenses given to the family members on the death of an employee be revised to Rs. 10000/-.

Demand No. 35: Death Relief Scheme:

It is demanded that w.e.f. 01-11-2015 the existing Death Relief Fund Scheme should be revised to Rs. 500000/- (Five Lakhs).

Demand No. 36: Period of Settlement:

It is demanded that the period of Settlement shall be for three years from 01.11.2015.

Demand No. 37: Retrospective Effect and Interest:

1. All demands wherever not specifically mentioned shall be effective from 1st November, 2015 onwards.
2. Interest will be paid at the rate of 15% per annum on all delayed payments on account of arrears and other payments paid later than 01-11-2015.

Demand No. 38: General:

The Union reserves its right to amend and/or alter and/or modify the above demands and nothing contained in this demand shall adversely affect the existing terms and conditions of the employees during the pendency of the Settlement that may be arrived at in respect of the demands mentioned above.

- (2) If the answer to issue No. (1) above is in the negative, then, what relief the Workmen are entitled to?"

2. Upon receipt of the reference, it was registered as IT/37/16 and registered A/D notices were issued to both the parties.

3. In the course of initial proceedings, the parties filed an application at Exhibit 4 alongwith a notarized copy of Memorandum of Settlement dated 9-6-2016 stating that they have arrived at a settlement dated 09-06-2016 on the subject matter of the above reference and that the said settlement has been registered under No. 12/2016 by the office of the Commissioner, Labour and Employment, with a prayer that the matter may be treated as settled.

4. The Terms of Settlement are as follows:

(1) Applicability

The Settlement is applicable to all the permanent Workmen of Goa Factory who are on its rolls as on the date of the signing of this Settlement and who give a letter of acceptance of the Settlement within thirty days of this Settlement. After the expiry of thirty days, the benefits shall be extended to eligible permanent Workman (Workmen) from the day he/she submits his/her letter of acceptance.

It is agreed that the benefits arising out of the various clauses of this Settlement will be effective from the date of signing of this Settlement unless specifically mentioned otherwise in any clause of this Settlement, notwithstanding anything inconsistent therewith contained in any provision/s herein, no benefit flowing from this Settlement shall apply, extend or otherwise accrue:

- a) To a person, who is no longer in the employment of the Goa Factory on the date of signing of this Settlement.
- b) Any person who has been employed as an apprentice/trainee, stipendiary or otherwise and/or in temporary, casual or fixed term contract of any sort in Goa Factory. These persons would be governed by the specific terms of the contract and/or letter by which they had been hired.
- c) Any other Workman or group of Workmen who is otherwise not entitled to the benefit of this Settlement.

(2) Period of Settlement

The Settlement shall remain in force and be binding on both parties for a period commencing from June 9, 2016 to May 31, 2020. Thereafter, it shall continue to be effective till it is validly terminated by either party, under the provisions of the Industrial Disputes Act, 1947.

(3) Purpose and Intent

In view of the globalization of economy leading to a competitive environment, the Union and Management recognize the need to consistently improve quality, production, productivity, flexibility and cost reduction process besides improving harmonious industrial relations and industrial peace through an orderly process of mutual gains bargaining which is an essence of this Settlement.

(4) Responsibilities of the Parties

- a) The Management, the Union and the Workmen agree to resolve all issues by peaceful bipartite negotiations. Should such negotiations fail for any reason, both the parties shall seek the assistance of legal machinery provided under the law and will not resort to coercive practices or any other form of agitation for their short term gains.
- b) The Union/Workmen shall not make any demands during the operative period of this settlement such as wages, dearness allowances, other allowances, etc. or any other demands which may impose any direct or indirect financial burden on the company.
- c) The Union shall co-operate with the Management and support all the processes for improving the discipline by the Workmen on the premises of the Goa Factory.
- d) This settlement has been negotiated by the parties keeping in mind that for this unit to remain cost competitive to maintain its viability. It has to be extremely flexible in servicing the customers demand that are ever changing and also the unit will have to be ready for price drops and consumer promotions which are a huge drain on the margins of the manufacturers and hence the viability of the manufacturing units.

PART A

1. The Workmen agree that they will give their wholehearted co-operation to the Management in the implementation of its plans for modernization, mechanization, computerization, expansion, reorganization, rationalization of manpower and processes and other cost control initiatives/schemes at the Goa Factory of the Company (hereinafter referred to as the Goa Factory of the Management).

2. In the highly competitive market and highly demanding consumers, it is absolutely necessary for Workmen to give their whole hearted co-operation in all the efforts of Management to continuously improve the product quality, safe working environment in the Factory, continuous reduction of costs of production and wastage, elimination of wastage of energy and protecting the environment within the Factory, as they form the very basis of survival for a Factory in current market context. This forms the very basis of this settlement.

3. The Workmen agree that they will give their whole hearted and genuine co-operation to the Management in the maintenance of discipline and good work practices, as also raising productivity, production and quality of products of Goa Factory (current as well as new ones) in their different packs and packaging options and through various continuous improvement initiatives like WCM/HR4F/Quality, Cost. Delivery related initiatives, 5-S, Job Enrichment, Multiskilling Scheme, etc. as and when introduced. These are some of the illustrative initiatives and not comprehensive.

4. The Workmen also jointly and severally agree that during the period of this settlement, neither they nor any one of them shall do anything or cause anything to be done, which could disrupt any of the operations of the company or could tarnish its image or the image of any of its products, in public eye.

5. The Workmen in particular agree and undertake that during the entire and full period of this settlement as illustrated in Point 2 of clause terms of settlement wherein below they shall strive always not to fail on their account that is to say, on account of causes/factors attributed to anyone of them to achieve a performance as given in Annexure-C (Incentive Scheme) and to ensure that the same level does not drop during the pendency of the settlement.

6. The Workmen shall continue to honor and keep, except to any extent modified here in any other commitment/s made by them either as part of the 2001 settlement, 2005 settlement and 2011 settlement and award passed by Industrial Tribunal in 2015 or otherwise.

7. The workmen in the above categories agree that keeping in view the long term viability of the unit, the workmen will have a positive attitude in reorganization and rationalization of jobs and manpower and support mechanization and flexible deployment of manpower Permanent/Temporary/FTC across the factory where needed. Depending on the exigency of the works/business if the need

arises, any workmen shall be deployed, in any part of the operations in the factory or be transferred to any other existing/future plant in Goa factory or to any other factory undertaking outside Goa.

The Manning on the lines in the different factory undertaking will change in the form of increase/decrease from time to time as per business requirement. The workmen will be required to work with changed manning as and when it is happening. Any job/work which is being outsourced currently if in course of time needs to be done internally will be executed by the workmen as and when they are told to do so. The management will have the right to outsource any operations which is being currently done internally and the workmen should extend their whole heartedly support to this.

8. They further agree to continue their whole hearted and unqualified co-operation with the management in the maintenance of discipline, attendance, punctuality/time keeping improving efficiency and productivity.

9. The workmen in the above categories particularly agree and reassure that they will not resort to any coercive practices such as Go Slow, Work Stoppage, Sit-in/Stay-in strikes and tool down, work to rule, mass absenteeism, habitual and planned absenteeism etc. or any other form of agitation.

10. The workmen particular agree that they will obey the reasonable instruction of their superiors. They will continue to hand over running machines, processes and operation to their colleagues in the immediately following shift so that precious working time is not lost.

11. The Management in future will implement four grade systems as per HR for factories as per central guidelines. The Management would be within its right to introduce new classification in grades, pay scale and wage structure and/or withdraw any customary concession or privilege or change in the usage as also to introduce new rule of discipline or alter existing rules. The management reserves the right that the terms and conditions of service of those workmen whose recruitment post signing of this settlement will be as per new terms and condition.

12. That the workmen further agree that with the signing of the settlement, all the differences or disputes between Management and the workmen till the date of this settlement shall be deemed to have been settled and no fresh disputes on any issue shall be raised with the Management or with any authority under industrial/labour laws.

13. The parties agree that in the event that a job undergoes a significant and qualitative change, it will be evaluated by the Management and the decision of the Manager of the company shall be final and binding upon all. Any improvement/rationalization in work or work methods which result in productivity, quality, safety health and environment, improvements will continue to be done as a part of continuous improvement and the workmen shall be kept informed of the improvement. The workmen shall whole heartedly pursue and participate in these improvements keeping in mind the competitive nature of the business scenario prevailing currently and the general upswing and down swing of the economy in general.

The management will have rights to bring in and/or remove plant and machinery into or out of any of the factory undertaking as per exigency of the business. Also as and when there is a change/improvement/introduction in work method/machine/technology is introduced then production norms will be fixed based on the designs/changed/improve speeds at its discretion. It shall be sole discretion of the management to fix the number of men and the production norm for the machine or job taking union into confidence.

14. The parties agree that all workmen will co-operate in all Human Resource Development activities such as training course, seminars, sports and cultural programmes, in-house magazine, employee engagement programs, family training and engagement programs etc.

15. The parties agree to whole heartedly support the extension/establishing existing/new plant in Goa factory. Workmen further agree to whole heartedly welcome the transfer of employees from any other unit of company to Goa Factory due to business exigencies.

16. The settlement is applicable to all the permanent workmen of HUL Goa Establishment who are on the rolls of the company as on the date of the signing of this settlement and who give a letter of acceptance of the settlement within thirty days of this settlement. After the expiry of thirty days, the benefits shall be extended to an eligible permanent workman from the day he submits his letter of acceptance.

It is agreed that the benefits arising out of the various clauses of this settlement will be effective from the date of signing of this settlement unless specifically mentioned otherwise in any clause of this settlement. Not with standing anything

inconsistent therewith contained in any provision/s herein, no benefit flowing from this settlement shall apply, extend or otherwise accrue.

- a) To a person, who is no longer in the employment of the undertaking on the date of signing of this settlement or who has already expressed his willingness of not to continue with his job.
- b) In respect of the period of any apprenticeship/traineeship, stipendiary or otherwise and any person who has been employed in temporary, causal or fixed term contract of any sort, that these persons would be governed by the terms of the contract/letter of temporary or fixed term contract signed with them.

PART-B

In consideration of and subject to the above, as also whatever is stated hereinafter, the Management agrees to make the following improvements in the terms and conditions of service of the permanent workmen. It is expressly agreed between the parties that various parts of the settlement are a cumulative deal and no part will be considered severable from others.

1. Basic Wages

A. Scales of Pay:

With effect from 1st June, 2016, all the permanent workmen of the Goa factory who have signed and accepted this settlement dated June, 2016 shall be eligible for annual increments on 1st April of each year as per the scale mentioned below subject to having fulfilled the criteria laid out herein below and on the basis of his/her conduct and attendance during the year immediately preceding the calendar year.

Grade B	: 775-75-1150-95-1625-115-2200-135-2875-155-3650-175-4525-195-5500.
Grade A	: 950-95-1425-120-2025-145-2750-170-3600-195-4575-220-5675-245-6900-270-8545.
Grade A1	: 1400-140-2100-170-2950-200-3950-230-5100-260-6400-290-7850-320-9450.
Grade A2	: 1850-180-2750-220-3850-260-5150-300-6650-340-8350-380-10250-420-12350.

B. Increase in Basic and Personal Pay.

With effect from 1st June, 2016 for all the workmen the following revisions are being done in basic pay and personal pay after taking into consideration the grade and the number of years of experience of these workmen in the Goa factory.

All permanent workmen who are on the rolls of the company as on June, 2016 shall be given an increase of Rs. 800/- p.m. in basic pay. Any additional amount which is not fitted into the scale will be termed as an adjusted into Personal Pay.

Consequent to this increase the workmen have been fitted into the revised pay scales mentioned above. This is a onetime increase being given at the time of signing of this settlement and posts this; the revised basic pay scale mentioned above will apply.

As a onetime increase being given at the time of signing of this settlement, all permanent workmen who are on the rolls of the Goa factory as on June 9, 2016 shall receive one time increments as per the below mentioned table.

No. of years of service with Goa factory as on June 1, 2016	No. of increments in basic pay
>= 15 years	3 increments.
>= 10 years and < 15 years	2 increments.
>= 0 years and < 10 years	1 increment.

The increase in basic pay and the increment mentioned above is one time increase being given at the time of signing of this settlement. Post this one time increase, workmen will receive annual increments on 1st April of each year, as per existing practice, as per the revised basic scale mentioned above.

In pursuance to the above mentioned one time increase in basic pay and personal pay there will be a revision in the basic and personal pay of the workmen on the rolls of the company as on June 9, 2016.

2. Variable Dearness Allowance (VDA)

The existing VDA payment as per the existing process will continue to be followed. Where an allowance relates to any item in the consumption basket on which family expenditure is incurred, it has to be taken into in deciding the total percentage of neutralization of the rise in the cost

of living index based on the said basket. Any variation in the cost of living index will not be reflected in any of the allowances, except variable dearness allowance.

3. Fixed Dearness Allowance (FDA)

As per the continuity practice, the Management agrees to pay Fixed Dearness Allowance of Rs. 862/- p.m. to all permanent workmen/probationers.

On 1st June, 2018, FDA will be revised from Rs. 862/- per month to Rs. 1162/- per month for all the permanent workmen on the rolls of the Goa Factory on 1st June, 2018.

On 1st June, 2019, FDA will be revised from Rs. 1162/- per month to Rs. 1462/- per month for all the permanent workmen on the rolls of the Goa Factory on 1st June, 2019.

FDA will be payable on a pro-rata basis for the days the permanent workmen earn basic wages in a calendar month.

FDA will qualify for payment of Provident Fund, bonus and Gratuity etc. as payable under law.

4. House Rent Allowance (HRA)

The existing House Rent Allowance is revised from Rs. 1613/- per month to Rs. 2213/- per month with effect from 1st June 2016 to all permanent workmen.

On 1st June, 2018, HRA will be revised from Rs. 2213/- per month to Rs. 2413/- per month for all the permanent workmen on the rolls of the company on 1st June, 2018.

On 1st June, 2019, HRA will be revised from Rs. 2413/- per month to Rs. 2613/- per month for all the permanent workmen on the rolls of the company on 1st June, 2019.

HRA will be payable on a pro-rata basis for the days the permanent workmen earn basic wages in the calendar month.

House Rent Allowance shall not rank for any other allowance, bonus or for any retirement benefit like Gratuity, Provident Fund, etc.

5. Conveyance Allowance (CA)

With effect from 1st June, 2016 Conveyance Allowance will be increased from Rs. 420/- per month to Rs. 640/- per month and will be paid to all the permanent workmen.

On 1st June, 2018, CA will be revised from Rs. 640/- per month to Rs. 740/- per month for all the permanent workmen on the rolls of the company on 1st June, 2018.

On 1st June, 2019, CA will be revised from Rs. 740/- per month to Rs. 840/- per month for all the permanent workmen on the rolls of the company on 1st June, 2019.

Conveyance Allowance will be payable on a pro-rata basis for the days the permanent workmen earn basic wages in the calendar month.

Conveyance Allowance shall not rank for any other allowance, bonus or for any retirement benefit like Gratuity, Provident Fund etc.

6. Canteen Cash Subsidy Allowance (CCSA)

With effect from 9th June, 2016, Canteen Cash Subsidy Allowance (CCSA) of Rs. 14/- per day of attendance will be given to workmen towards subsidizing canteen expenses incurred by the workmen from time to time. The canteen will be run by the workmen through a committee and eventually through a co-operative society. The Management will subscribe the cost to the extent of water, gas, electricity and provide for kitchen utensils. Management will support the co-operative society by suitably compensating the expenses actually incurred in administration of this canteen.

The items of food stuffs made internally will be priced on no-profit-no-loss basis, taking into account the prices of consumables (i.e. ingredients) only, bought out ready-mades will be priced at their purchase prices from time to time.

The item of foodstuffs would be sold against coupons and no credit facility shall be extended.

The prices of items provided at the canteen will be reviewed every quarter. The revised prices all are effective immediately from the following calendar month.

The Canteen Committee and subsequently the Co-operative Society will monitor the working of the canteen.

CCSA will be payable on a pro-rata basis for the days the permanent workmen earn basis wages in the calendar month.

Canteen Cash Subsidy Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund, etc.

7. City Compensatory Allowance (CCA)

With effect from 1st June, 2016, City Compensatory Allowance of Rs. 115/- per month will be paid to all permanent workmen.

On 1st June, 2018, CCA will be revised from Rs. 115/- per month to Rs. 315/- per month for all the permanent workmen on the rolls of the company on 1st June, 2018.

On 1st June, 2019, CCA will be revised from Rs. 315/- per month to Rs. 515/- per month for all the permanent workmen on the rolls of the company on 1st June, 2019.

CCA will be payable on a pro-rata basis for the days the permanent workmen earn basic wages in the calendar month.

CCA shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

8. Educational Allowance (EA)

With effect from 1st June, 2016 the Educational Allowance will be revised as under:

Grades	EA per month
B	Rs. 1139/- per month
A	Rs. 1164/- per month
A1	Rs. 1214/- per month
A2	Rs. 1264/- per month

On 1st June, 2018, Education Allowance will be revised as under, for all the permanent workmen on the rolls of the Goa Factory on 1st June, 2018.

Grades	EA per month
B	Rs. 1339/- per month
A	Rs. 1364/- per month
A1	Rs. 1414/- per month
A2	Rs. 1464/- per month

On 1st June, 2019, Education Allowance will be revised as under, for all the permanent workmen on the rolls of the Goa Factory on 1st June, 2019.

Grades	EA per month
B	Rs. 1539/- per month
A	Rs. 1564/- per month
A1	Rs. 1614/- per month
A2	Rs. 1664/- per month

EA will be payable on a pro-rata basis for the days the permanent workmen earn basic wages in the calendar month.

Educational Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

9. Washing Allowance (WA)

With effect from June 1, 2016 the existing Washing Allowance (WA) will continue to be Rs. 132/- per month for all permanent workmen.

WA will be payable on a pro-rata basis for all the days the permanent workmen earn basis wages in the calendar month.

Washing Allowances shall not rank for any other allowance like Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

10. Attendance Allowance (AA)

The existing AA payment will continue to be followed.

11. Monthly Attendance Scheme (MAS)

The Management will continue Monthly Attendance Scheme (MAS) to encourage consistent attendance each month.

- a) All permanent Workmen shall qualify for this allowance subject to fulfilling the below mentioned criteria at the rates specified in the table below.
- b) For the purpose of this scheme:
 - (i) A Workman who has earned wages for a minimum of 23 days in a month will be eligible to receive MAS for a month.
 - (ii) For purpose of (ii) above, 'Days wages earned' shall mean "days on which the Workman is physically present including authorized leave and holidays" in that month.
- c) Subject to the above, MAS will be payable at the following rates with effect from the month of signing of this month.

No. of paid days per month	Amount (Rs.) per month
>= 23 and > 26	300
>=26	345

- d) This payment shall not attract any consequential benefit like PF, Gratuity, bonus etc.

12. Shift Allowance and Shift Movement Allowance

With effect from June 1, 2016, the shift allowance will be paid as given below:-

	<u>Revised</u>
General Shift	Rs. 4/- day
1st Shift	Rs. 4/- day
2nd Shift	Rs. 8/- day
3rd Shift	Rs. 15/- day

In addition to the above the shift movement allowance will be paid as given below:

Rs. 95/- for the days the employees move from 3rd shift to 2nd shift and Rs. 75/- for the days the employees move from 2nd shift to 1st shift.

Shift Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund, etc.

Shift Allowance will be paid on pro-rata basis only for the days the Workmen are physically present in Goa Factory.

13. Leave Travel Allowance (LTA)

With effect from 1st June, 2016, the existing LTA allowance amount will change as follows:

	Existing LTA	Revised LTA w.e.f. June 1, 2016
Grade B	Rs. 292/- p.m.	Rs. 347/- p.m.
Grade A	Rs. 342/- p.m.	Rs. 397/- p.m.
Grade A1	Rs. 392/- p.m.	Rs. 447/- p.m.
Grade A2	Rs. 442/- p.m.	Rs. 497/- p.m.

LTA will be paid to permanent Workmen, subject to the following guidelines:

- LTA will be paid once in a calendar year, provided the Workman actually proceeds on Earned Leave. LTA will not be paid against adjusted Earned Leave.
- The LTA may be accumulated by a Workman at his/her discretion to the extent of his/her entitlement of two years after which period it will lapse.
- In case the Workman was away from duty/ resigns from the employment/ceases to be in the employment of the Goa Factory or the company for any reason whatsoever after having availed the LTA for a particular calendar year, proportionate deductions shall be made in regard to the recovery of such prepaid LTA on the same basis as computation of wages earned and privilege leave credited.
- LTA shall not be payable to a Workman who resigns/leaves the employment during the notice period.
- LTA is not wages and hence will not attract any consequential benefits such as Bonus, Provident fund contribution, gratuity and any other benefits or remuneration of whatsoever nature.
- The eligibility of LTA will be available to the Workman who had been in continuous employment of the Goa Factory or the company for minimum period of twelve months. As such he/she would be entitled to the payment of LTA proportionately in respect of his/her employment for the earlier calendar year.

g) For the purpose of calculation of LTA Workman joining the service on permanent Roll of the Goa Factory between 1st to 15th Day of the month will be considered as if joined from 1st of the month and Workmen joining the service on permanent roll of the company between 16th to last day of the month will be considered as if joined from 1st of the month which comes after the month in which he/she joins the service.

h) The Goa Factory shall deduct tax at source, if applicable, on the LTA paid to the Workmen and the deductions if any, to which the Workmen are entitled to may be claimed by them directly from the income tax authorities.

14. Medical Allowance (MA) & Coverage under ESIC

From June 1, 2016, the medical allowance shall continue to be Rs. 370/-. For such of those Workmen who have gone out of E.S.I. coverage and as and when they go out of E.S.I. coverage, a sum of Rs. 370/- p.m. will be given in order to enable them to meet the medical expense, as per the practice in settlement dated 29-04-2005 and continued in the settlement dated 7th November, 2011. For the employees under ESI coverage shall continue to get Rs. 70/- as a part of this allowance. If at any later date these Workmen come under the E.S.I. coverage the above amount of Rs. 370/- p.m. shall become Rs. 70/- as per the existing practice.

Also they will continue to be covered by the existing medical insurance scheme for a maximum amount of Rs. 40,000/- per annum. This is a floater policy for four persons, including self, and hence the sum insured is the maximum allowable claim for the Workman and his/her family for one year. The cover can be taken under any one of the following categories:

Self + Spouse + 2 dependent children.
Self + Spouse + 1 dependent child + 1 dependent parent.
Self + Spouse + 2 dependent parents.

If at any later date these Workmen come under the E.S.I. coverage the insurance cover will be automatically withdrawn.

Medical Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

15. Good Service Allowance (GSA)

The existing payment and policy of Good Service Allowance will continue as per the settlement on

7th November, 2011. Good Service Allowance will be paid to the Workmen at the rate of Rs. 20/- per year of service with the Goa Factory. The number of completed years of service, from the date of conformation, as on 1st April of the year will be considered as the no. of years of service for the purpose of Good Service Allowance to be paid from April of the current year to March of the next year (12 months). Workmen who would have completed service in fraction of 6 or more months on 1st April will be rounded off to 1 year for the purpose of calculation of Good Service Allowance.

GSA will be payable on a pro-rata basis for the days the permanent Workmen earns basic wages in the calendar month.

GSA shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

16. Festival Advance (FA)

All the permanent Workmen of the Goa Factory shall be entitled for Festival Advance either on the occasion of Ganesh Chaturthi or Christmas, during a calendar year. With effect from June 1, 2016, the amount of festival shall be revised from Rs. 4000/- to Rs. 10000/-

Festival advance shall be deducted in ten equal installments from the month following the month in which the festival advance was availed by the Workmen. Workmen will not be eligible for festival advance if he/she has more than 30 Loss of Pay days in the previous calendar year.

17. Death Relief Scheme (DRS)

It is agreed that if a Workman dies either in normal course or on account of employment injury, his/her family (legal heir/PF nominee) will receive a sum of Rs. 2 lakhs from the Management. However, there will be no change in the Workmen contribution. Management will pay Rs. 10000/- towards funeral expenses. This ex-gratia will not be applicable in the case of suicide and for death arising out of and in course of employment. For death arising out of and in the course of employment in the Goa Factory, Workmen will be eligible for compensation under the Workmen's Compensation Act, 1923 or Rs. 2 Lakhs whichever is higher and not both. It is further clarified that in the event Workmen's Compensation is claimed or deemed payable the total amount payable by the Goa Factory as above will be considered as satisfaction of the liability of the Company under the Workmen's Compensation Act.

All other existing terms and conditions would continue and there is no change in the same.

18. Ex-Gratia in lieu of Bonus

During any accounting year covered by this settlement, if any Workman crosses the limit of bonus eligibility or does not qualify for bonus for any month/months due to his wages crossing the eligibility, he will be eligible for an ex-gratia in lieu of bonus as per the provision of Payment of Bonus Act, 1965 subject to the following conditions:

- a) This annual ex-gratia payment shall be made as per provisions of the Payment of Bonus Act, 1965 and that there shall be pro-rata deduction in the quantum of payment, should there be a fall in the rate of bonus payable under the Payment of Bonus Act, 1965.
- b) The quantum of ex-gratia payment shall be reduced proportionately in the case of Workmen who have been on unauthorized leave or absence in any accounting year.
- c) A workman shall be disqualified from receiving the ex-gratia payment in the event of workman's services being terminated for misconduct for that year only.
- d) The payment of ex-gratia agreed to be paid by this settlement would be limited for the period of this settlement only.
- e) In the event of the limit laid down under the Payment of Bonus Act, 1965 being increased, the Workmen shall be entitled to payment of bonus either under the Payment of Bonus Act or the amount of ex-gratia granted under this Settlement as may be applicable and not both.
- f) In the event of Payment of Bonus Act, 1965 being amended to increase/decrease the payment of maximum quantum of bonus, the ex-gratia payment shall be proportionately changed.

19. Conditional Safety Award

Safety is a condition of employment for Hindustan Unilever Limited as a company and the same is true for its Goa Factory. The Union and the Management jointly agree to follow the same at all time. Goa Factory and the Workmen of Goa Factory are committed to the Corporate Safety, Health and Environment Policies of the company. It is the duty of the every workman to work in a safe manner so as to endanger self and/or others. The Union and the Management jointly agree that it is the prerogative of the Workmen at all time to work and

promote safe working behaviours and conditions. As such, the conditional Safety Award is discontinued with effect from June 1, 2016. The amount attached to the Conditional Safety Award as per the settlement of 7th November, 2011 has been duly adjusted in the incentive Scheme on the basis of average earnings in the last six months.

20. Conditional Quality Award

The Union and the Management jointly agree that they are committed to improve the quality consciousness of the Goa Factory. Involvement of the Workmen towards their quality and consumer safety responsibilities is absolutely essential. The Management and the Union jointly agree to discontinue the existing scheme of Conditional Quality Award and build in the factor of performance related payout for Quality in the new incentive Scheme. Both parties agree that the current Conditional Quality Award, which incentivizes Workmen on the basis of Quality Demerit Index (QDI) and FG Rejection were built in 2005 and since then there have been a lot of changes in the approach the company has on Quality. With the competitive environment, world of social media and regulatory pressures, it is not only production that matters for the company but producing superior quality products is the need of the hour. The Workmen assure their continued support in enhancing quality consciousness in the Goa Factory and the company thereby is committed to incentivize them for their performance. The amount attached to Conditional Quality Award as per the settlement of 7th November, 2011 has been duly adjusted in the incentive Scheme on the basis of average earnings in the last six months.

21. Production incentive

The Union and Workmen whole heartedly agree that it is important to improve productivity, quality, reduce wastages and be flexible in adopting new work methods to ensure continued viability of the Goa Factory. The management agrees to revise the existing production linked incentive scheme of the settlement dated 7th November, 2011. The Union and Management agree that the current incentive parameters were decided in the settlement dated 29th April, 2005. There have been lot of progressive modifications since then and the Union and Management are committed to replicate the same in the Goa Factory in order to scale new heights in productivity and subsequently pass on this benefit to the Workmen. The Modified Final Incentive Scheme is enumerated in Annexure 'D' and payment shall be made to the permanent workmen, provided they meet the criteria described in the Annexure 'D'.

22. Leave

The existing leave policy as per the settlement dated 7th November, 2011 shall continue. Grant of leave of any kind shall depend upon the exigencies of the Goa Factory and shall be at the discretion of the Management.

a) Earned Leave with wages (EL)

Earned leave will accrue at the rate of 1 day of every 20 days of attendance as per the provisions of Factories Act, 1948 for the first 240 days of attendance. Thereafter it will accrue at the rate of 1 day for every 12 days worked on which they will have earned the full wage, subject to a maximum of 20 days Earned leave in a calendar year.

Accumulation shall be for a maximum period of 90 days. Earned leave can be availed for a minimum duration of not less than 4 days and subject to maximum of 4 occasions in a calendar year as per Factories Act, 1948. However considering the merits of the individual cases the management may, at its sole discretion, grant earned leave for more than 4 occasions.

Earned leave will be considered as due only on completion of one year service. Earned leave shall be enjoyed at the time when it causes least inconvenience to the Goa Factory.

The Workmen have to apply 7 days in advance of the actual date of commencement of the leave. However in emergency cases the Company may at its discretion waive this provision regarding advance notice of 7 days on merit of each case.

b) Encashment of Earned leave

Earned leave can be encashed to the extent of 10 days in a calendar year subject to the condition that the workman proceeds on leave for equal number of days of Earned leave encashed. Encashment of earned leave will be restricted to only once in a calendar year.

c) Casual leave

All permanent workmen shall be entitled to casual leave of 8 days in a calendar year. Unavailed Casual Leave at the end of the year shall be allowed to be added to Earned Leave of the subsequent year.

Casual Leave is granted only for emergencies or unforeseen circumstances at the discretion of the Management. Casual leave cannot be prefixed and/or suffixed to any other leave. Casual leave shall not be allowed to be availed for more than 3 days at a time.

Application for casual leave must be made in advance as far as possible indicating the reason for which the leave is required. Casual leave will be granted to the workmen by the Management depending on the work exigencies. Workmen are eligible to proportionate casual leave after confirmation. The probation period shall not be taken in account.

d) Sick leave

Workmen covered under ESIC scheme will be eligible to get 3 days sick leave in a calendar year on full pay. This leave can be accumulated for period of 10 days with full pay.

The workmen who are not covered by ESIC scheme will be eligible for 6 days sick leave on full pay in a calendar year. This leave can be accumulated for a period of 30 days.

The workmen who are covered under ESIC scheme and by virtue of their increase in total wages go out of the scheme will be considered as covered under ESIC scheme till the end of their benefit period and accordingly they will not be eligible for this sick leave.

The workmen will have to produce in support of their sickness proper Medical Certificate for sick leave for 3 days or more.

Sick leave cannot be prefixed and/or suffixed to any other leave. Workmen are eligible to proportionate sick leave after confirmation. The probation period shall not be taken into account.

e) Maternity leave

Female workmen not covered under ESIC scheme will be covered under the provisions of Maternity Benefit Act, 1961 and will be eligible to get benefit under the Act.

f) General

All applications for leave should be made in writing in proper format to the department head and workmen are required

to collect leave slips from the department head as a token of communication of sanctioning or refusal of leave applied for.

23. Paid Holidays:

There shall be no change in the existing provisions of paid holidays. The workmen will continue to be entitled for 9 paid holidays which includes festival and national holidays. It is agreed that in the event of a holiday being declared either by the Central Government or by the State Government or local administration on any count whatsoever, the existing practice as per settlement dated 07-11-2011 will continue.

24. Biennial settlement implementation reward

It is agreed that all permanent workmen who are on the rolls of the Goa Factory as on the date of signing this settlement and who have accepted this settlement will be paid settlement implementation reward subject to the conditions being met as laid down herein below, in two installments of Rs. 4800/- such that the first installment will become due for payment after 24 months and the second installment will become due for payment after 48 months from the date of signing this settlement.

Conditions to be met for workmen to qualify for settlement implantation reward.

- a) There should not be any loss of production due to any industrial action by the Unions, workman individually or any group of workmen during the sustenance of this settlement.
- b) The workman shall not engage in coercive means of agitations during the sustenance of the settlement.
- c) The workmen will at all times fully participated in initiatives like World Class Manufacturing, Total productivity management, Kaizen and Health Safety and environment. And in any other initiative which requires his/her participation for improvement of quality, productivity and safety.

In the unfortunate event of a workmen expiring during the period of this settlement, then the Workman's nominee (legal heir) and in the event of any workmen retiring during the pendency of this settlement, then the workmen himself/herself will be paid this reward basis for the months the said workman actually worked during the period of this settlement.

In the event of a workman having resigned/ /dismissed from the services of the Goa Factory he will be disqualified from this reward.

If the workman has been separated under taking through a Voluntary Separation Scheme (VRS), he/she shall be qualified to receive the payment under this reward on pro-rata basis for the months he/she actually worked during the period of this settlement subject to his/her having met the set performance criteria.

In the event of the transfer of the workmen to another unit, the workmen will be entitled to prorata amount of the settlement implantation reward for the period that he/she was the said unit, subject to his/her having met the set criteria.

If the workman has been promoted to officer cadre, he/she would be qualified to obtain the prorata settlement implementation reward amount for the time he/she was part of the set of workmen for whom this reward was floated subject to his/her having met the said criteria.

This is applicable in respect of all categories of workmen who are covered through this settlement.

As regards probationers, they will be eligible for settlement implementation reward on the prorata basis from the period that they are confirmed in service.

Miscellaneous Service Conditions

The workmen agree and undertake the following with immediate effect other than the terms and conditions as specified in their letters of appointment and any other rules and regulations applicable to them.

- a) They will avail themselves of the tea service on a staggered basis, so that the operations are not interrupted and the machines/ /processes/operations continue to run, while the concerned workmen take their tea in rotation.
- b) They will hand over running machines, processes and operations to their colleagues in the immediately following shift, so that precious working time is not lost.
- c) All workmen shall remain present at their respective places of work to take charge punctually at the commencement of their respective scheduled working hours and shall not leave their scheduled places of work before the scheduled closing time.
- d) All workmen shall record their time of entry into & exit out of the Undertaking through the time attendance system or any other system that is introduced.
- e) They will keep their respective work areas clean and in good order, so that the quality of the products can be maintained and possibilities of accidents are diminished. For this purpose, they will clear droppings on a continuous basis and prevent their accumulation at the workplace.
- f) They will, as part of JH standards, remove from the work place all scrap of the shift and dispose it off as per instructions of their superiors.
- g) Considering that the factory has continuous process plants and also operates boilers, utilities and ETP, it is essential that a minimum manning as communicated by management from time to time will need to be present in the factory on all paid holidays other than normal working days. The union and workmen agree that this minimum crew size is essential to ensure the safe operation of the critical and essential equipments in ETP, Boiler house, DFA plant and power & utilities. The union and workmen agree to co-operate with the management by ensuring that the above mentioned area are not left unmanned on any day of the year including paid holidays with the view to ensure that safety of the plant, personnel and environment is not endangered. As a consequence of this, if any workman is required to stay back on overtime, the overtime payment will be made to such workman as is provided in the Goa factory rules.
- h) Workmen who are on suspension shall not be allowed to enter the Goa Undertaking premises except with the specific permission of the shift-executive concerned and in his absence, the authorized officer of the personnel department. The existing practice for payment of subsistence allowance will continue.
- i) Payment for work will accrue in accordance with the relevant provisions of the Certified Standing Orders. Similarly, there shall be no such accrual, if he, in breach of contract,

does not perform any part of the work allotted to him, even though he might perform the rest of the allocated work and/or perform some other work not specifically allotted to him on the occasion. Similarly, if the workmen, either individually or collectively, resort to restrictive work practices like go-slow, work-to-rule, etc. the wages in that case shall be automatically reduced by such proportion as that of the reduced production/productivity to the normal production/productivity. In case the workmen do not produce as per the norms set they would have to forfeit the benefits of this settlement. Management can initiate disciplinary action if workmen violate safety policy and COBP. The Safety Policy is annexed herewith as ANNEXURE D, and Code of Business Principals (COBP) is annexed herewith as ANNEXURE E.

- j) Workmen agree that they are bound by the duties and responsibilities of the Factories Act, 1948 and the rules made therein and other such labour enactments as are applicable to them. The workmen agree that they shall not do or cause to do any act, which shall be in contravention of their obligations under the said Act(s).
- k) Workmen and the Unions agree that they will use all equipment in a manner keeping in view the safety of the material and personnel at the unit and at all times observe safety norms for the equipment and shall use safety wear at work. Safety rules as may be communicated in any form from time to time will need to be strictly followed. Any failure to comply with the safety rules or norms shall amount to an act of misconduct.
- l) That, all workmen shall immediately leave the Goa Undertaking premises at the end of their shift and no one shall be allowed to rest in the canteen hall or elsewhere inside the Undertaking premises without the permission of the Management. In case a workman, who stays beyond his duty hours inside the Goa Undertaking without the written permission of his superiors, falls ill or meets with an accident inside the Goa Undertaking, the management shall not be held responsible in such case.
- m) All workmen shall give their full hearted support and actively participate in various activities like sports, library, cultural and

social programme etc. organized by the Management through involvement of the workmen by formation of committees and the workmen agree to give unprecedented support and involvement in these forums. Decisions of these committees would be taken mutually, yet at the discretion of the Management.

- n) The workmen will be required to abide by the Company's Code of Business Principles and the Privacy policy guide; the copies of which have been put on the notice board and also handed over to each workman (also annexed with this settlement); breach of which will be treated a serious misconduct and can have serious consequences including dismissal from service, after following the principles of natural justice. The workmen hereby agree to abide by the code and similar principles/ /policies framed by the Management from time to time. The workmen also agree and consent to their personal data being used for the Company's official purposes.
- o) It is expressly agreed by and between the Management and the workmen that the allowances listed above shall not be treated as 'Wages' for the purposes of 'Bonus', 'Provident Fund' and other benefits', 'Gratuity' and such other indirect incidences. However, the express statutory provision enlarging the definition of 'Wages' and including any of the allowances therein, shall prevail over the provisions in this settlement to the extent indicated in the said Statue only.
- p) Permanent workman is any permanent workman on the rolls of the establishment either in probation or has been confirmed on the rolls of the establishment. It does not include any apprentice contract workman, fixed term contract workman, casual or temporary workman.
- q) It is specifically agreed between the parties that in the event there is any increase is mandated in any component of wages payable under this settlement or a new component of wages is mandated by any statute during the period of this settlement, an adjustment will be made in the wages/ /structure with a view to ensure that no

additional financial burden/liability is cast upon the management on any count whatsoever.

- r) The workmen, unions and management further agree that in the event of the Government abolishing contract labour in any such activity and/or for any other reason the management being required to take any such workmen on the roll of the Company. Such workmen or any other new recruit will be entitled to receive minimum wages as provided for under the minimum wages act and not benefits conferred by this settlement. All other non-monetary terms and conditions of this settlement will be applicable to such workmen.
- s) Improve performance levels through attending training classes (one Point lesson, Classroom training) Small group activities, Kaizen, Jisu Hozen (Autonomous Operation), actively participate in machine maintenance thereby increasing the skill level.
- t) In the unfortunate event that the workmen enter into litigation with the Management, the Management will not be required to provide time off to the workmen for attending to such matters, save and except as specified under the relevant provision of the act, up to a maximum of 2 persons, irrespective of number of matters being litigated.
- u) That, employees who are not in a particular shift but due to some reasons want to enter the factory premises will do so only with the express permission of the departmental Manager or the concerned Officer and following the access control guidelines of company.
- v) That, no employee will chew pan, pan masala, tobacco and/or smoking cigarette/ beedi inside the factory premises.

Lump Sum Ex Gratia Payment

In view of conclusion of Memorandum of Settlement, the Management as per the request of the Union has agreed to the following.

As a gesture of goodwill, at the time of signing this settlement dated June 9, 2016, the management is pleased to agree to pay without creating a precedent, a one time "Lump sum Ex Gratia Payment" of Rs. 24150/- to the workmen

accepting the benefits of the settlement dated June 9, 2016. Actual payment of the above lump sum ex-gratia amount will be pro-rated on the basis of the payable days of attendance during the period of 1st November, 2015 to 31st May, 2016.

Workmen shall be paid the above ex-gratia payment and will be eligible for settlement benefits only after the receipt of individual declaration from each workman, stating his acceptance to the terms of this settlement within a period of 1 week from the date of signing the settlement.

The above ex-gratia payment will be made only to the permanent workmen as on the rolls of the factory on June 9, 2016.

It is agreed by the workman that a sum of Rs. 2000/- shall be deducted out of the total lumpsum ex-gratia payment per person and will be payable towards Union contribution. The management shall pay the said amount directly to the union, Kamgarancho Ekvott within 15 days of payment to the workman.

Financial Assistance for Housing

In order to support workmen in getting reasonable quality of housing, Management agrees to provide financial assistance of one time fixed amount of Rs. 2,00,000/- (Rupees Two Lakhs only) as interest free loan to every permanent (confirmed only) workman who are on the rolls of the Undertaking on the date of signing of this settlement provided employee meets below mentioned condition/criteria. The amount will be recovered in equal monthly installments in 20 years/no. of years of service left whichever is less; from the wages/salary of the employees. Also, it is mutually agreed that this is being facilitated without creating any precedence for the future and will not be reviewed in the future.

Conditions to be met for workmen to qualify for financial assistance for housing:

1. This financial assistance will be available solely for the purchase or building of house and not for purchase of land. To make this more explicit, housing assistance shall be given.
 - a. To construct new house or for completion of existing house either on land of his own or land purchased by the employee.
 - b. To buy apartment/flat by the employee.
 - c. To repay the earlier house loan taken on a flat/house by the employee.

2. This assistance will also be given to the employees who have already purchased land with all their saving/assistance from families and are looking to construct a house to come out from the burden of paying high rents. Also, this assistance will be extended to those employees who have already started developing or have developed house on a loan taken from a bank and want to repay the loan amount provided appropriate documents are produced.
3. The financial assistance will be provided only after the submission of proposed plan of making/development of house/housing along with proof of land ownership. Construction plans & loan details etc. and subject to verification and approval from the designated person from the management.
4. The final assistance to the permanent workmen will be provided upon signing of an undertaking with the management declaring the details and authorization for deduction from the wages.
5. In case of any fraudulent applications, the management reserved the right to recover the money from the wages of the concerned employee and initiate appropriate disciplinary and/or criminal action against the concerned.
6. Housing scheme will be co-ordinated by employee housing committee, comprising of permanent employees.

Package Deal

This Settlement is a cumulative deal, in which no part is separable from others as the total wage package has been negotiated and agreed with the specified enhancements regarding productivity norms and agreement on complete flexibility in manufacturing and manpower, need based deployment of workforce, multi-skilling and training for optimal utilization of all resources including production facilities and with due emphasis to the norms and condition of Productivity Linked Incentive Scheme which is of paramount importance and a pre-requisite to this package deal.

Such Workmen, as enter the employment of the Management after the date of signing of this Settlement, shall be eligible to receive its benefits, only if they accept the attendance conditions and stipulations including those that are a part of the Productivity Linked Incentive Scheme, and receipt

of any benefit under this Settlement by them shall amount to their acceptance of the total package cumulative deal. The agreement is a cumulative deal, in which no part is severable from the others; and in event of the violation; the whole deal shall stand withdrawn.

The Union and the workmen understand individually and collectively that with the revision/restricting in pay scales and allowances there will be unequal gains accruing to different Workmen and the settlement constitutes a cumulative deal and no part is severable from others, being a comprehensive Settlement. Therefore, it is agreed that no dispute/demand will be raised by the Union or Workmen with regard to such disparities.

Tax Liability

Any tax liability arising from any payment or other benefit introduced or revised under this Settlement will be to the account of the individual workmen concerned, and shall be wholly met/borne by him/her.

General Conditions

1. All other terms and conditions of service (more particularly all those specified in the letter of appointment and/or previous settlements/minutes as the case may be), which has not been specifically dealt herein, will continue to remain in force as per current practice.
2. Both parties shall send copies of this Settlement to Government Authorities.
3. Both parties shall continue to sort out any matter of difference, including interpretation of agreement between them mutually and across the table without recourse to any coercive or unconstitutional means. Both the parties agree to refrain from taking any unilateral step, which may jeopardize this Settlement.
4. Union or any Workmen covered under this Settlement, will not take up any issue at any international forum without attempting to resolve the issue through forums available to resolve it in India, whether executive/ /administrative or judicial and after giving at least three weeks prior notice to the Management to enable the Management to discuss the matter with the Union with objective of finding an amicable solution.

5. Payment for work will accrue in accordance with the relevant provisions of the certified standing orders. Similarly there shall be no such accrual, if he, in breach of contract, does not perform any part of the work allotted to him, even though he might perform the rest of the allotted work and/or perform some other work not specifically allotted to him on the occasion. Similarly, if the workmen, either individually or collectively, resort to restrictive work practices like go-slow, work-to-rule etc. the wages in that case shall be automatically reduced by such proportion as that of the reduced production/productivity to the normal production/productivity. In case the workmen do not produce as per the norms set they would have to forfeit the benefits of this settlement. Management can initiate disciplinary action if workmen violate Safety Policy and COBP annexed herewith in Annexure D & E.

Full and Final Settlement

In consideration of the Management having agreed to their demand as specified in this settlement, the Workmen and the Union agree that during the period of the effect of this Settlement, they shall not make any demands, which will directly or indirectly cast any financial burden on the Management.

The settlement is in full and final settlement of the charter of demands of the Workmen dated 20th April, 2015 and November 11, 2015 and the Management Charter of Demands dated 14th July, 2015 forwarded by the management. All demands and matters not specifically agreed to by the Management hereinabove, stand settled as dropped and not pressed by the Workmen and the Union.

The Workmen and on their behalf the Union affirm that the package of benefits provided under this Settlement is just and fair for its entire period and that it has been spread out so that they have been equitable and sustained earnings over this period.

Settlement of Future matters

All disputes and other matters of difference between the parties have been settled fully and finally hereinabove. The parties agree to sort out

any such future matters mutually and across the table, with recourse exclusively to legal, non-coercive and constitutional means.

Settlement Date and Prospective effect

The date of Settlement shall be noted as June 9, 2016 and all benefits arising out of this Settlement will be effective from June 1, 2016 and no benefit will be of retrospective effect. The Settlement benefit will continue till 31st May, 2020 or till validly terminated.

5. The above Memorandum of Settlement is signed by Shri Hardev Singh, Factory Manager, Shri Prateek Shrivastava, HR Manager, Shri Hariharan Sthanunathan, Supply Planning Manager, Shri Ajay Bajaj, Engineering Manager, Shri Shaunak Borkar, General Shift Executive, Shri Vishnu Naik, HR Executive, Mrs. Neha Bhale, Sr. HR Executive, Shri R. K. Patil, Sr. Maintenance Executive, Shri Ambalal Patil, Shift Executive of Party II, Shri Ramchandra Dhond, General Secretary, Kamgarancha Ekvott(KE), Shri Lumesh Kothambikar, Joint Secretary, Shri Jenu Priolkar, Treasurer, Shri Dashrath Morajkar, Prasad Gaude, Sandip Vaigankar, Baban Tari, Samir Naik, Vijay Gauns, Executive Committee Members, so also Shri Subhash Naik Jorge, President of Kamgarancha Ekvott representing the Workmen.

6. I have gone through the records of the case and the above Memorandum of Settlement and I am convinced that the consent terms filed by the parties are just and fair and are in the interest of the Workmen/Party I and Employer/Party II and therefore, the same are accepted.

7. In view of above, I pass the following:

ORDER

- 1) The reference stands disposed of in view of the consent terms filed by the parties at Exhibit 4 colly.
- 2) No order as to costs.
- 3) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary

Law (Establishment Division)

Court of the Principal District & Sessions Judge, North Goa

No. DSC/HOL/121/2017/44

List of Holidays and Vacations for the Year 2017 approved by the Hon'ble High Court of Bombay for the District and Subordinate Courts in the North Goa District

Sr. No.	Holidays	Date	Days of the week
1	2	3	4
01.	Republic Day (*)	26-01-2017	Thursday.
02.	Mahashivratri	24-02-2017	Friday.
03.	Holi	13-03-2017	Monday.
04.	Gudi Padwa	28-03-2017	Tuesday.
05.	Shree Ram Navami	04-04-2017	Tuesday.
06.	Maundy Thursday	13-04-2017	Thursday.
07.	Good Friday/ /Dr. Babasaheb Ambedkar Jayanti(*)	14-04-2017	Friday.
08.	May day(*)	01-05-2017	Monday.
09.	Ramzan-Id/Id- -Ul-Fitr (**)	26-06-2017	Monday.
10.	Raksha Bandhan(***)	07-08-2017	Monday.
11.	Janmashtami	14-08-2017	Monday.
12.	Independence Day (*)	15-08-2017	Tuesday.
13.	Hartalika	24-08-2017	Thursday.
14.	Ganesh Chaturthi (First day) (*)	25-08-2017	Friday.
15.	Id-Ul-Zuha (Bakri-Id) (**)	02-09-2017	Saturday.
16.	Dussehra	30-09-2017	Saturday.
17.	Mahatma Gandhi Jayanti/Moharrum (**)	02-10-2017	Monday.
18.	Diwali (additional day for Diwali)	17-10-2017	Tuesday.
19.	Diwali (*)	18-10-2017	Wednesday.
20.	Diwali 2nd day/ /Laxmi Pujan	19-10-2017	Thursday.
21.	Govardhan Puja	20-10-2017	Friday.
22.	Bhaubeej	21-10-2017	Saturday.
23.	Id-e-Milad (**)	02-12-2017	Saturday.
24.	Feast of St. Francis Xavier	04-12-2017	Monday.
25.	Goa Liberation Day(*)	19-12-2017	Tuesday.
26.	Christmas Day (*) Day (*)	25-12-2017	Monday.

No days have been proposed as holidays on account of

- (1) Chhatrapati Shivaji Maharaj Jayanti 19-02-2017 Sunday.
(2) Ganesh Chaturthi 26-08-2017 Saturday.
(Second Day)

Summer Vacation

From: 01-05-2017 to 28-05-2017 (Both days inclusive).

Winter Vacation

From: 26-12-2017 to 31-12-2017 (Both days inclusive).

Note:-

1. Please note that the Hon'ble High Court has clarified that the notified holidays and vacations are likely to be modified in near future as per the recommendations of Shetty Commission and directions issued by the Hon'ble Supreme Court of India in Writ Petition No. 1022/89 (All India Judges' Association Vs. Union of India and others).

2. (*) Are paid holidays for daily rated staff if they are in service on the preceding and the succeeding working days.

3. (**) The holidays at Sr. Nos. 9, 15, 17 and 23 will be availed on the days the Government of Goa declares public holidays.

4. (***) As regards this holiday, the decision of Hon'ble High Court will be communicated later on.

B. P. Deshpande, Principal District and Sessions Judge, North Goa.

Panaji, 2nd January, 2017.

**District & Sessions Court,
South Goa**

No. DSC/MAR/HOL-69/2016/14094

List of Holidays and Vacations for the Year 2017 for the District and Subordinate Courts in South Goa District

Sr. No.	Holidays	Date	Days of the week
1	2	3	4
01.	Republic Day (*)	26-01-2017	Thursday.
02.	Mahashivratri	24-02-2017	Friday.
03.	Holi	13-03-2017	Monday.

1	2	3	4
04.	Gudi Padwa	28-03-2017	Tuesday.
05.	Shree Ram Navami	04-04-2017	Tuesday.
06.	Maundy Thursday	13-04-2017	Thursday.
07.	Good Friday/ /Dr. Babasaheb Ambedkar Jayanti(*)	14-04-2017	Friday.
08.	May day(*)	01-05-2017	Monday.
09.	Ramzan-Id/Id- -Ul-Fitr (**)	26-06-2017	Monday.
10.	Janmashtami	14-08-2017	Monday.
11.	Independence Day (*)	15-08-2017	Tuesday.
12.	Hartalika	24-08-2017	Thursday.
13.	Ganesh Chaturthi (First day) (*)	25-08-2017	Friday.
14.	Id-Ul-Zuha (Bakri-Id) (**)	02-09-2017	Saturday.
15.	Dussehra	30-09-2017	Saturday.
16.	Mahatma Gandhi Jayanti/Moharrum (**)	02-10-2017	Monday.
17.	Diwali (additional day for Diwali)	17-10-2017	Tuesday.
18.	Diwali (*)	18-10-2017	Wednesday.
19.	Diwali 2nd day/ /Laxmi Pujan	19-10-2017	Thursday.
20.	Govardhan Puja	20-10-2017	Friday.
21.	Bhaubeej	21-10-2017	Saturday.
22.	Id-e-Milad (**)	02-12-2017	Saturday.
23.	Feast of St. Francis Xavier	04-12-2017	Monday.
24.	Goa Liberation Day(*)	19-12-2017	Tuesday.
25.	Christmas Day (*)	25-12-2017	Monday.

No days have been proposed as holidays on account of

(1)	Chhatrapati Shivaji Maharaj Jayanti	19-02-2017	Sunday.
(2)	Ganesh Chaturthi (Second Day)	26-08-2017	Saturday.

Approval of the Hon'ble High Court of Bombay, Mumbai is awaited:

1.	Raksha Bandhan	07-08-2017	Monday.
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Summer Vacation

From: 01-05-2017 to 28-05-2017 (Both days inclusive).

Winter Vacation

From: 26-12-2017 to 31-12-2017 (Both days inclusive).

Note:-

1. Please note that the Hon'ble High Court has clarified that the notified holidays and vacations are likely to be modified in the near future as per the recommendations of the Hon'ble Justice Shetty Commission and directions issued by the Hon'ble Supreme Court of India in the Writ Petition No. 1022/89 (All India Judges Association Vs. Union of India and others).

2. The holidays at Sr. Nos. 1, 7, 8, 11, 13, 16, 18, 24 & 25 of the list are paid holidays for daily rated staff if they are in service on the preceding and succeeding working days.

3. The holidays at Sr. Nos. 9, 14, 16 and 22 of the list will be availed on the day the Government of Goa declares public holiday/s.

Desmond S. D'Costa, Principal District & Sessions Judge, South Goa.

Margao, 29th December, 2016.

**Department of Panchayati Raj and
Community Development**

Directorate of Panchayats

Notification

No. 19/35/BY-ELECTION/2016

In pursuance of sub-section (8) of Section 7 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994), read with rule 58 of the Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996, it is hereby notified for the information of the public that the persons specified in column No. 3 of the Schedule appended hereto have been duly elected as member of the Panchayat mentioned in the corresponding entry in column No. 2 from the ward shown against the name in column No. 4 of the said schedule in the bye-election held on 18-12-2016.

SCHEDULE

Sr. No.	Name of the Village Panchayat/ /Block	Name and address of the elected members	Ward No. Reservation
1	2	3	4
1.	Curdi, Sanguem	Shri Deikar Ramesh Bhau, r/o Dapodem, Gavliwada, Old Vaddem, Vaddem, Colony No. 3, Sanguem.	I (Unreserved)
2.	Dramapur-Sirlim, Salcete	Shri Fernandes Jose Rosario Luizinho, S., r/o H. No. 15, Shamoddy, Dramapur, Salcete.	III (Unreserved)

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio, Joint Secretary (Panchayats).

Panaji, 27th December, 2016.

Notification

No. 26/DP/III.S.F.C./2016/7858

In exercise of the powers conferred by sub-section (2) of Section 199 of the Goa Panchayat Raj Act, 1994 (Goa Act 14 of 1994) and in supersession of Government Notification No. 26/DP/III/S.F.C./2016/2061 dated 28th March, 2016 published in the Official Gazette, Series II No.1 dated 07-04-2016, the Government of Goa is pleased to constitute "The Third State Finance Commission" consisting of the following members, namely:-

Third State Finance Commission:

- | | | | |
|----|--|-------|-------------------|
| 1. | Shri V. K. Jha, IAS (Retired) | | Chairman. |
| 2. | Shri V. S. Sawant, retired as Director of Panchayats and Collector (North) | | Member Secretary. |
| 3. | Shri Premanand Mahambare, Retired Headmaster of High School | | Member. |

In addition of the above, Director of (Municipal Administration), Director of Panchayats, Joint Secretary/Additional Secretary (Finance) and Director (Accounts) as invitees to the State Finance Commission.

Term of office of the Chairman and members:

The Chairman and the Members shall initially hold full time office for a period of one year and submit its report before expiry of its term.

Conditions of service, salaries and allowances of the Chairman and members:

The salaries or fee or honorarium or other such allowances shall be fixed by the Government in consultation with the Finance Department.

Terms of reference:

The State Finance Commission shall make recommendations to the Governor as to:-

(a) the principles which should govern—

(i) the distribution between the State and the local bodies of the net proceeds of the taxes, tolls and fees leviable by the State, which may be divided between them under this part and the allocation between these bodies all levels of their respective shares of such proceeds;

(ii) the determination of the taxes, duties, tolls and fees which may be designed to, or appropriated by the local bodies;

(iii) the grants-in-aid to the local bodies from the Consolidated Fund of the State;

(b) The measures needed to improve the financial position of the local bodies; and

(c) Any other matter referred to the Finance Commission by the Governor in the interest of sound finance of local bodies.

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio Joint Secretary (Panchayats).

Panaji, 28th December, 2016.

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Department of Public Health

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Order

No. 2/9/2016-II/PHD/1609

Read: Order No. 4/1/2003-II/PHD/Vol.I dated 22-08-2016.

Dr. Pretty Gomes (ST) was appointed to the post of Assistant Lecturer in the Department of Anatomy (Group "A" Gazetted) in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the

Pay Band-3 Rs. 15,600-39,100+Grade Pay of Rs. 5,400/- has rejected the post. Consequently, the order read in preamble stands cancelled.

By order and in the name of the Governor of Goa.

Smita Hede, Under Secretary (Health).

Porvorim, 15th December, 2016.

Order

No. 45/3/2009-I/PHD/2134

Read: Memorandum No. 45/3/2009-I/PHD dated 23-08-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(6)/2011/229 dated 01-08-2016, Government is pleased to appoint Dr. Ana Maria Vas to the post of Junior Gynaecologist (Group "A" Gazetted) in the Pay Band-3 of Rs. 15,600-39,100 with Rs. 5,400 Grade Pay under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Ana Maria Vas shall be on probation for a period of two years.

Dr. Ana Maria Vas has been declared medically fit by the Medical Board and her antecedents have been verified by the Additional District Magistrate, South Goa, Margao.

Dr. Ana Maria Vas is posted at Hospicio Hospital, Margao against the post fallen vacant due to resignation of Dr. Shripad Kamat.

This supersedes earlier order of even number dated 16-11-2016.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 15th December, 2016.

Order

No. 13/23/2015-I/PHD(II)/2158

Government of Goa is pleased to constitute a "State Programmatic Management of Drug Resistant Tuberculosis (PMDT Committee" under the Revised National Tuberculosis Control

Programme has been functioning. The committee shall comprise of the following members:

1. Secretary (Health)	Chairperson.
2. Director of Health Services	Vice Chairperson.
3. Dean, Goa Medical College	Member.
4. Dy. Director (Public Health), Directorate of Health Services	Member.
5. State TB Officer	Member.
6. Chief Medical Officer, NCD/CP, DHS	Secretary.
7. Project Director, GSACS	Member.
8. Professor & HOD, Dept. of Pulmonology, GMC	Member.
9. Professor & HOD, Dept. of Medicine, GMC	Member.
10. Professor & HOD, Dept. of Microbiology, GMC	Member.
11. Nodal Officer, RNTCP	Member.
12. Present, VHAG	Member.
13. President, IMA (Goa Chapter)	Member.
14. Senior Physician, North Goa District Hospital	Member.
15. Senior Physician, Hospicio Hospital, Margao	Member.
16. Microbiologist-IRL	Member Secretary.

Terms of Reference for State PMDT Committee shall be as follows:

- Develop plan of action for implementation, expansion and maintenance of PMDT in the respective state.
- Select, facilitate up-grade and designate institutes to serve as DR-TB Centres within each state.
- Periodically review the implementation status of PMDT in the respective state to ensure that RNTCP, PMDT, policies and guidelines are being followed.
- In co-ordination with the respective STO, ensure that drug ordering and distribution is managed in a timely and appropriate manner. The PMDT meetings are held bi-annually.
- The periodicity of the meetings will be every six months.
- Management & review of TB Patients with T.B- HIV and T.B Diabetes.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 15th December, 2016.

Order

No. 13/23/2015-I/PHD(III)/2153

Government of Goa is pleased to constitute a "Goa State Surveillance Committee" under integrated Disease Surveillance Project". The committee shall comprise of the following members:

1. Secretary (Health), Secretariat, Porvorim	Chairperson.
2. Director of Health Services	Co-Chairperson.
3. The President, IMA, Goa State Branch, Bambolim	Member.
4. Dy. Director (Public Health), Directorate of Health Services	Member.
5. Medical Supdt., GMC, Bambolim	Member.
6. Medical Supdt., North Goa District Hospital, Mapusa	Member.
7. Medical Supdt., Hospicio Hospital, Margao-Goa	Member.
8. Chief Engineer-I, PWD, Panaji	Member.
9. Representative from State Pollution Control Board, Panaji	Member.
10. Dy. Director (VBDCP), DHS Panaji	Member.
11. Chief Medical Officer, RNTCP	Member.
12. Professor of Microbiology, (Head, Regional Lab), GMC, Bambolim	Member.
13. State Epidemiologists/ /State Surveillance Officer, DHS	Member Secretary.

The committee shall monitor situations IDSP Programme as well as situation of various Epidemic prone diseases like H1N1, KFD, EBOLA or any other disease in the State. In case of newer outbreaks or epidemics an emergency meeting of the committee may be called with permission of the chairperson.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 15th December, 2016.

Order

No. 13/23/2015-I/PHD (I)/2159

Government of Goa is pleased to constitute a "State Level Committee for National Vector Borne Diseases Control Programme". The committee shall comprise of the following members and to same intersectional co-ordination at the highest level

with involvement of Government Departments Panchayats and Municipalities.

1. Secretary (Health)	Chairman.
2. Secretary (PWD)	Member.
3. Secretary (TCP)	Member.
4. Collector (North Goa)	Member.
5. Collector (South Goa)	Member.
6. Director of Panchayat	Member.
7. Director of Municipal Administration	Member.
8. Principal Chief Engineer, PWD	Member.
9. Director of Women & Child Development	Member.
10. Director of Health Services	Member.
11. Dean, Goa Medical College	Member.
12. Director, Information & Publicity	Member.
13. Director, Doordarshan	Member.
14. Director, AIR	Member.
15. Commissioner of Labour & Employment	Member.
16. Director of Fisheries	Member.
17. Director of Science & Technology	Member.
18. Director of Agriculture	Member.
19. Chief Conservator of Forest	Member.
20. Director of Education	Member.
21. Director of Youth Affairs	Member.
22. Director of Higher Education	Member.
23. Dy. Director (Public Health), DHS	Member.
24. Medical Superintendent, GMC	Member.
25. Medical Supt-cum-Dy. Director, North Goa District Hospital, Mapusa	Member.
26. Medical Supt.-cum-Dy. Director, Hospicio Hospital, Margao	Member.
27. Prof. & HOD, Dept. of Medicine, GMC	Member.
28. Prof. & HOD, Dept. of Pediatrician, GMC	Member.
29. Prof. & HOD, Dept. of Microbiology, GMC	Member.
30. Prof. & HOD, Dept. of Pathology, GMC	Member.
31. Prof. & HOD, Dept. of PSM, GMC	Member.
32. Prof. & HOD, Dept. of Pharmacology, GMC	Member.
33. Sr. Physician, North Goa District Hospital, Mapusa	Member.
34. Sr. Physician, Hospicio Hospital, Margao	Member.
35. Sr. Pediatrician, North Goa District Hospital, Mapusa	Member.
36. Sr. Pediatrician, Hospicio Hospital, Margao	Member.

37. Sr. Pathologist, North Goa District Hospital, Mapusa	Member.
38. Sr. Pathologist, Hospicio Hospital, Margao	Member.
39. Co-ordinator, Goa Civic & Consumer Forum	Member.
40. President, Travel & Tourism Association of Goa	Member.
41. President, State IMA	Member.
42. Officer I/C, NIMR	Member.
43. President, GCCI	Member.
44. President, VHA (Goa)	Member.
45. State President, Nehru Yuka Kendra	Member.
46. Dy. Director, NVBDCP	Member Secretary.

Terms of Reference for State Level Committee for National Vector Borne Disease Control Programme shall be as follows:

- To co-ordinate effective planning, evaluation, implementation and monitoring to the progress of various activities to be taken up for Anti Malaria Month every year.
- To ascertain the cause of deaths occurring due to vector borne diseases in the State and for taking necessary measures to improve the management of vector borne cases.
- To monitor the NVBDCP and to have inspectorial co-ordination at the highest level with the involvement of Government Department.
- The Committee will monitor vector borne disease situation and have review meetings every six months.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 15th December, 2016.

Order

No. 4/12/2005-II/PHD/1619

Read: 1) Memorandum No. 4/12/2008-II/PHD dated 18-11-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(5)/08/308 dated 06-10-2016, Government is pleased to appoint Dr. Rashmin Anilkumar Roy to the post of Assistant Professor in Plastic Surgery (Group 'A' Gazetted) in Goa Medical College &

Hospital, Barnbolim-Goa on temporary basis in the Pay Band-3 Rs.15,600-39,100+Grade Pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Rashmin Anilkumar Roy shall be on probation for a period of two years.

Dr. Rashmin Anilkumar Roy has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse remarks noticed by the Government on verification of his character and antecedent, his services shall be terminated.

The appointment is made against the vacancy caused due to creation of the post vide order No. 4/3/2005-II/PHD and subsequently revived vide Order No. 4/3/2008-II PHD dated 17-05-2016.

By order and in the name of the Governor of Goa.

Smita Hede, Under Secretary (Health).

Porvorim, 16th December, 2016.

Order

No. 4/1/2014-IV/PHD/Part-2/1628

Government of Goa is pleased to invoke the Clause 1 of the Agreement of Bond for Admission to Postgraduate Course of Goa University in Goa Dental College & Hospital signed by the following doctors with the Government of Goa and appoint them as Lecturer in the specialities mentioned against their names in Goa Dental College & Hospital on contract basis on a consolidated remuneration of Rs. 55,000/- per month per head, for a period as stipulated in the Agreement of Bond for Admission to Postgraduate Course of Goa University in Goa Dental College with effect from the date of their joining:-

S/N	Name of the MDS student	Designation & Department
1	2	3
01.	Dr. Prem Bhushan MDS (Prosthodontics)	Lecturer, Department of Prosthodontics.
02.	Dr. George Lida Mary John MDS (Oral Maxillofacial Surgery)	Lecturer, Department of Oral and Maxillofacial Surgery,

1	2	3
03.	Dr. Nivedita C. K. V. S MDS (Oral Medicine and Radiology)	Lecturer, Department of Oral Medicine and Radiology.
04.	Dr. Sawant Poonam Ramnath MDS (Oral Pathology, Microbiology and Forensic Odontology)	Lecturer, Department of Oral Pathology, Microbiology and Forensic Odontology.

The appointment of the above doctors shall be subject to the terms and conditions contained in the Agreement to be executed by them with the Government.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health).
Porvorim, 21st December, 2016.

Order

No. 31/08/2002-I/PHD/Part-II/2170

In terms of guidelines issued by the Government of India, Ministry of Health & Family Welfare, New Delhi, the Government is pleased to constitute a District Co-ordination Committee for the South Goa District comprising of the following officials to monitor the diseases namely Malaria, Dengue, Chikungunya, Japanese Encephalitis and Filariasis (including MDA) under the National Vector Borne Diseases Control Programme.

1.	Collector (South Goa)	Chairperson.
2.	Dy. Director (NVBDCP)	Member.
3.	Officer, Directorate of Municipal Administration, South-Goa	Member.
4.	Officer, Directorate of Panchayat, South-Goa.	Member.
5.	Officer, Directorate of Women & Child Welfare, South-Goa	Member.
6.	All Health Officers of CHC/ PHCUHC, South-Goa	Member.
7.	Health Officer, NVBDCP	Member.
8.	Epidemiologist, Epidemiological Cell, DHS	Member.
9.	Medical Superintendent, Hospicio Hospital	Member.
10.	Information Officer, South Goa, Information & Publicity Department.	Member.
11.	Representative, State IMA, South-Goa	Member.

12.	Assistant Entomologist.	Member.
13.	Deputy Labour Commissioner, South-Goa	Member.
14.	Health Officer, UHC, Margao	Member.

The function of the above Committee shall be as under:

- To take all administrative actions and co-ordination aimed at management of serious cases in all medical care centres and undertake emergency vector control measures.
- To draw urgent plans of action and resource mobilization in respect of medicines, intravenous fluids, blood products, insecticides, equipment and vehicles.
- To liaise with insectorial committees to mobilize resources from non-health sectors namely Urban Development, Ministry of Education, Ministry of Information, Legal Department, Water Supply, Waste Disposal and Information for elimination of breeding potential of aegypti.
- To interact with the news media and NGOs for dissemination of information related to health education and community participation.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 21st December, 2016.

Order

No. 31/08/2002-I/PHD/Part-II/2171

In terms of guidelines issued by the Government of India, Ministry of Health & Family Welfare, New Delhi, the Government is pleased to constitute a District Coordination Committee for the North Goa District comprising of the following officials to monitor the diseases namely Malaria, Dengue, Chikungunya, Japanese Encephalitis and Filariasis (including MDA) under the National Vector Borne Diseases Control Programme.

1.	Collector (North Goa)	Chairperson.
2.	Dy. Director (NVBDCP)	Member.
3.	Officer, Directorate of Municipal Administration, North-Goa	Member.
4.	Officer, Directorate of Panchayat, North-Goa.	Member.

5. Officer, Directorate of Women & Child Welfare, North-Goa	Member.
6. All Health Officers of CHC/ PHCUHC, North-Goa	Member.
7. Health Officer, NVBDCP	Member.
8. Epidemiologist, Epidemiological Cell, DHS	Member.
9. Medical Superintendent, Hospicio Hospital	Member.
10. Information Officer, South Goa, Information & Publicity Department,	Member.
11. Representative, State IMA, North-Goa	Member.
12. Deputy Labour Commissioner, North-Goa.	Member.
13. State Entomologist	Member.
14. Health Officer, UHC, Panaji-Goa	Member Secretary.

The function of the above Committee shall be as under:

- To take all administrative actions and co-ordination aimed at management of serious cases in all medical care centres and undertake emergency vector control measures.
- To draw urgent plans of action and resource mobilization in respect of medicines, intravenous fluids, blood products, insecticides, equipment and vehicles.
- To liaise with insectorial committees to mobilize resources from non-health sectors namely Urban Development, Ministry of Education, Ministry of Information, Legal Department, Water Supply, Waste Disposal and Information for elimination of breeding potential of a aegypti.
- To interact with the news media and NGOs for dissemination of information related to health education and community participation.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 21st December, 2016.

Order

No. 48/17/2009-I/PHD/2187

Government is pleased to constitute 12 Block/ Taluka Level Committee in the State Goa for National Vector Borne Diseases Control Programme

consisting of the following members to take necessary measures for controlling and prevention of Vector Borne Diseases.

1. Deputy Collector of the block	Chairperson.
2. Mamlatdar of the Taluka	Member.
3. Block Development Officer of the Taluka	Member.
4. Labour Inspector of the area	Member.
5. PWD Engineer of the block	Member.
6. Civic and Consumer Forum member of the block	Member.
7. Prominent NGO Member	Member.
8. Prominent Social Worker	Member.
9. Health/Medical Officer i/c	Member Secretary.

The terms of members at Serial Nos. 6, 7 and 8 shall be for one year and shall be extended further.

Terms and conditions:

- To monitor and evaluate the Vector Borne Disease Control and prevention measures.
- To prepare action plans for the block.
- Effective enforcement of the provisions of the Public Health Act and other laws in force.
- Inntersectoral Co-ordination at the block level.
- Other matters that require attention for control and prevention of Vector Borne Disease.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 22nd December, 2016.

Order

No. 4/12/2008-II/PHD/1639

Read: Memorandum No. 4/12/2008-II/PHD dated 18-11-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/30(2)/2016/309 dated 06-10-2016, Government is pleased to appoint Dr. Pretty Gomes to the post of Assistant Lecturer in Plastic Surgery (Group 'A' Gazetted) in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the Pay Band-3 Rs.15,600-39,100+Grade Pay of Rs. 5,400/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Pretty Gomes shall be on probation for a period of two years.

Dr. Pretty Gomes has been declared medically fit by the Medical Board.

Her character and antecedent have been verified by the Addl. District Magistrate, Margao stating that there are no adverse remarks noticed against her.

The appointment is made against the vacancy caused due to creation of the post vide order No. 4/3/2005-II/PHD dated 06-04-2016.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health).

Porvorim, 23rd December, 2016.

Order

No. 44/22/2011-I/PHD/2206

Sanction of the Government is hereby accorded for grant of 02 years of Extra Ordinary Leave to Dr. Ryan Pereira, Junior Orthopaedic Surgeon, North Goa District Hospital, Mapusa w.e.f. 03-03-2017 to 02-03-2019, in terms of the Goa State Civil Service (Grant of Leave to seek employment either in India or Abroad) Rules, 2002, notified by the Government vide Notification No. 2/5/95-PER dated 02-01-2003, on the following conditions:-

1. The Extra Ordinary Leave is subject to the condition stipulated in the said Notification dated 02-01-2003;
2. Request for extension of Extra Ordinary Leave, if any, should reach this Department at least 03 months in advance, in order to enable to take necessary decision and communicated it before the expiry of Extra Ordinary Leave already granted;
3. The grant of extension of Extra Ordinary Leave shall be subject to the Government's decision;
4. Dr. Ryan Pereira, Junior Orthopaedic Surgeon shall return to duty immediately on expiry of the Leave period or extended period, failing which action will be taken against her under provision of CCS (CCA) Rules, 1965.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 23rd December, 2016.

Department of Revenue

Order

No. 35/8/2016-RD/3860

In exercise of the powers conferred by Clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Act 2 of 1899), as in force in the State of Goa, the Government of Goa is hereby pleased to exempt Stamp Duty payable by Diocesan Society of Education, Panaji-Goa for acquisition of property for the purpose of expanding an Institution for higher level of education in Philosophy, Science and other faculties open for all communities, on transfer of land, by way of Deed of Sale, admeasuring 10,684 sq. mts. in Survey No. 2/1 of the Village Rachol, Salcete Taluka to the tune of Rs. 21,36,800/-.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-I) (Link).

Porvorim, 26th December, 2016.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 51-71-2014-15-HC/PART/6435

In exercise of the powers conferred by Section 19 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995, the Government of Goa hereby constitute the State Executive Committee for the purpose of the said Act, consisting of the following Persons/Members namely:

1. Secretary (Social Welfare) — Chairperson.
2. Commissioner, Persons with Disabilities — Member.
3. Joint Secretary (Health) — Member.
4. Joint Secretary (Finance) — Member.
5. Joint Secretary (Rural Development) — Member.
6. Joint Secretary (Education) — Member.
7. Joint Secretary (Tribal Welfare) — Member.
8. Joint Secretary (Personnel/ Public Grievance) — Member.
9. Joint Secretary (Urban Affairs) — Member.
10. Joint Secretary (Labour & Employment) — Member.
11. Joint Secretary (Science & Technology) — Member.

12. President, Caritas-Goa — Member.
13. Women's Representative — Member.
from Lokvishwas Pratish-
than, Ponda-Goa — Member.
14. Chairperson, Keshav Seva — Member.
Sadhana, Bicholim-Goa
15. Representative of SC/ST — Member.
16. Member Secretary, Sanjay — Member.
Centre for Special Educa-
tion, Porvorim
17. Joint Secretary/Addl. Secretary — Member
(Social Welfare) Secretary/
/ex officio.

Functions of the State Executive Committee

1. The State Executive Committee shall be the executive body of the State Co-ordination Committee and shall be responsible for carrying out the decisions of the State Co-ordination Committee.

2. Without prejudice to the provisions of sub-section (1), the State Executive Committee shall also perform such other functions as may be delegated to it by the State Co-ordination Committee.

Terms for Reference

1. The tenure of the Committee shall be for a period of 3 years.
2. The Committee shall meet at least once in three months.
3. Non-official meets shall be entitled for sitting allowances of Rs. 800/-. No separate TA/DA will be paid.

By order and in the name of the Governor of Goa.

S. V. Naik, Director & ex officio Addl. Secretary
(Social Welfare).

Panaji, 26th December, 2016.

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